

IN THE UNITED STATES COURT OF FEDERAL CLAIMS
Bid Protest

10 TANKER AIR CARRIER, LLC

Plaintiff,

v.

THE UNITED STATES OF AMERICA,

Defendant.

No. 21-1084 C

COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF

Through this Bid Protest Complaint, Plaintiff 10 Tanker Air Carrier, LLC (“10 Tanker”) challenges the decision by the United States Forest Service (“USFS” or “the Agency”) to award five Next Generation Large Airtanker aerial firefighting contracts. As for its Complaint against Defendant, the United States of America, alleges as follows:

NATURE OF THE ACTION

1. This post-award bid protest challenges USFS’s purported “best value” source selection decision which fundamentally disregarded the Agency’s statutory and regulatory obligation to meaningfully consider the cost to the Government of the competing proposals.
2. It is undisputed that 10 Tanker’s non-price proposal was ranked best among all five technically acceptable offerors, including receiving equal or better ratings than every one of its competitors under every single one of the four non-price evaluation factors.
3. It is also undisputed that 10 Tanker’s price was evaluated to be the lowest—by far—to perform what the RFP defines to be the “primary mission” under this contract: “dropping

retardant on wildland fires” at whatever quantity is required to achieve USFS’s firefighting mission. Exhibit (“Ex.”) 1, RFP at 11.

4. Despite offering the undisputed best non-price solution and promising to charge the government far less than any of its competitors to do *any* given volume of work USFS may require, 10 Tanker was passed over for award based on a fundamentally flawed “best value” determination.

5. Specifically, when assessing “best value,” the USFS Source Selection Authority (SSA) acted in direct contravention of the mandatory requirements of the Competition in Contracting Act (CICA) and the Federal Acquisition Regulations (FAR) by failing to meaningfully consider the comparative cost to the Government of the competing proposals, in terms of what the Government can actually expect to pay,

6. Additionally, the SSA predicated his purported “best value” decision on a serious misapprehension of fact as to cost to the Government, and unlawfully applied unstated evaluation criteria in his consideration of price to further disregard 10 Tanker’s lower-cost proposal.

7. For these reasons, USFS’s “best value” assessment was arbitrary, capricious, an abuse of discretion, and contrary to law. 10 Tanker should therefore be granted the declaratory and injunctive relief requested.

JURISDICTION

8. This is a bid protest under 28 U.S.C. § 1491(b) challenging USFS’s award decision under USFS Request for Proposals No. 12024B18R9013 (“RFP” or the “Solicitation”). Accordingly, this Court has jurisdiction over this action.

STANDING

9. 10 Tanker is an interested party with standing pursuant to 28 U.S.C. § 1491(b)(1). 10 Tanker is an actual offeror under the RFP whose proposal was evaluated to be fully technically acceptable and eligible for award. But for USFS's arbitrary and capricious errors in the evaluation of 10 Tanker's proposal, and in the subsequent best value source selection decision, 10 Tanker would have received at least one, and as many as two, of the five challenged contract awards.

THE PARTIES

10. Plaintiff 10 Tanker is a company incorporated in Nevada.
11. 10 Tanker's sole business is the provision of aerial firefighting aircraft to domestic and foreign governments for the purpose of combatting wildfires.
12. For the purposes of the protested procurement, 10 Tanker qualifies as a small business.
13. Defendant the United States at all times relevant hereto has acted through USFS, which is an executive agency of the Federal Government.

STATEMENT OF THE CASE

14. One of the core functions of USFS is responding to and fighting wildfires that occur every year. To meet this mission, USFS employs a wide array of firefighting assets, including human assets on the ground, ground vehicles, helicopters and small aircraft.

15. At the top end of its range of assets is the "next generation" turbine-powered, fixed-wing large airtanker ("LAT") fleet. These planes carry the most fire retardant/suppressant chemical to the fires and are called in to deal with the largest and most dangerous fires each year, as well as those fires identified as having the potential to emerge as such. For a variety of

reasons, USFS does not maintain its own government-run LAT fleet. Instead, the vast majority of the LAT assets utilized by USFS each year are contractor-owned and provided to USFS through one of two contractual arrangements.

16. First, at any given time, USFS maintains relationships with various LAT assets and obtains services from those assets through short-term orders made pursuant to a series of Basic Ordering Agreements (BOAs) referred to as “Call When Needed” (“CWN”) agreements. As the name suggests, under these CWN BOAs, USFS has no obligation to order services, but may call upon the stipulated LAT asset when there are too many fires for the exclusive use fleet to handle at once. If the contractor’s plane is available and the contractor is willing to do the work, then a short-term CWN order contract is awarded and the plane is activated for an agreed-upon period of time pursuant to predetermined rates in the contractor’s BOA.

17. Second, and as relevant to this protest, USFS also maintains core long-term “exclusive use” leases with a fleet of modernized large airtankers. These lease contracts are competitively awarded and include either five or ten year terms (inclusive of base and option periods) whereby the Agency has exclusive access to the planes during a pre-designated six-month period each year that corresponds with the normal fire season.

18. The procurement at issue in this protest, Next Generation Large Airtanker Services 3.0 (“Next Gen 3”), is the third procurement for long-term exclusive-use leases with the modern LAT fleet. Next Gen 3 serves as the functional follow-on to the Next Gen 1 contract that was competitively awarded in 2013 and expires in 2022. A separate Next Gen 2 procurement added additional leased assets to the USFS in 2015.

19. 10 Tanker’s sole line of business is as a provider of aerial firefighting services. 10 Tanker has been under contract with USFS to provide aerial firefighting services on a continual

basis since 2009. From 2009 through 2013, 10 Tanker's only contract was a CWN agreement. Since 2013, 10 Tanker has been providing services under the first and second Next Generation exclusive-use contracts while also providing additional support through CWN agreements.

20. All of 10 Tanker's aviation assets are DC-10 model aircraft possessing tanks certified at 9400 gallons of tank capacity. In other words, when 10 Tanker flies a firefighting mission, its plane reliably delivers 9400 gallons of fire retardant/suppressant onto the ground to assist in firefighting efforts.

A. The Next Gen 3 RFP

21. In late 2018, USFS issued the Next Generation Large Air Tanker Services 3.0 RFP ("Next Gen 3"). The RFP states: "*The primary mission for airtankers under this contract is dropping retardant on wildland fires.*" Ex. 1, RFP at 11.

22. Section K.2 of RFP established the Next Gen 3 procurement as a small-business set-aside. *Id.* at 139. The applicable NAICS code for the procurement is 481212, which has a size standard of less than 1500 employees. *Id.*

23. The RFP establishes that USFS will award five line item contracts, meaning it will execute up to five exclusive-use contracts for five aircraft, to be awarded to between one and five different contractors. *Id.* at 1. The awarded contracts will be for five-year leases (1-year base, four option years). *Id.*

24. These contracts were initially scheduled to begin for the 2019 fire season, but, as a result of procurement delays and prior successful bid protests, the awarded contracts that are the subject of this protest will now begin with the 2021 fire season.

25. Each awarded contract establishes that the leased plane will be available to USFS for 160 days per year, starting on June 1 of the base year, to be performed on a “6 days on, 1 day off” schedule. RFP at 7.

26. The RFP requires offerors to submit a wide array of information about aircraft safety, aircraft technical capabilities, certification, and the like. However, the evaluation criteria established in Section M of the RFP focus on assessing offeror merit based on a specific and narrow subset of the universe of information provided.

B. Evaluation Criteria for the Next Gen 3 Award

27. The competition under the RFP was to be conducted in accordance with FAR Part 15 “best value” procedures. RFP at 163.

28. The RFP states that five total evaluation factors will be considered:

- Factor 1: Structural Integrity, Maintenance and Equipment
- Factor 2: Safety Elements
- Factor 3: Past Performance
- Factor 4: Organizational Experience
- Factor 5: Price

RFP at 159.

29. The first four non-price factors “are listed in descending order of importance.” Cumulatively, “[t]he technical evaluation factors when combined are approximately equal when compared to cost or price.” *Id.*

1. Pricing Evaluation

30. As relevant to this protest, pricing under the Next Gen 3 procurement involved three basic pricing inputs in order for an evaluated price to be calculated.

31. The first piece of information offerors were required to submit for pricing is the offeror's Mandatory Availability Period daily rate ("MAP rate"), also referred to as the "daily availability rate." This figure represents a daily lease rate—*i.e.* the amount the offeror proposes to charge the government per day to have the contract aircraft "on call" in order for USFS to have exclusive access to the plane and the right to direct it to perform firefighting services as needed. RFP at 3-4. This rate includes "all fixed and variable costs (depreciation, salaries, overnight allowances, overhead, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributed to actual flight except for extended standby." RFP at 52 (§ G.4).

32. The second piece of pricing information to be provided is the hourly "flight rate" for the proposed aircraft. The flight rate is the cost (independent of fuel costs) per hour to be paid by USFS for the contractor to operate the aircraft when flying a firefighting mission under the contract. RFP at 3-4. The RFP establishes that the average firefighting mission lasts one hour, though an aircraft may be called on to fly multiple—or even dozens—of missions fighting a single wildfire. RFP at 11 (§ C.1). This flight rate cost is added on top of the daily MAP rate costs described above.

33. The last piece of pricing information to be submitted is the proposed aircraft's fuel consumption or fuel "burn" rate—how much fuel it takes to fly the plane continuously for one hour. Fuel costs incurred when a plane is flying on a firefighting mission under this contract is covered by USFS. At an RFP-stated estimated price of \$5.21 per gallon of Jet-A fuel, multiplied by the hourly fuel burn rate, a fuel cost is obtained: RFP at 162 (§ M.2(b)).

34. Utilizing the three price inputs of (i) availability rate, (ii) flight rate, and (iii) fuel costs, the RFP evaluation criteria then introduced plug numbers of 160 days of MAP availability,

with a total of 250 flight hours and 250 hours' worth of fuel burn costs at the aforementioned fuel price, and identified two different pricing evaluation methodologies that would be considered:

Price will be evaluated by using a combination of the number of days awarded times the proposed availability rate plus an estimated number of flights hours (250) times the proposed flight rate plus hourly fuel burn rate times the Jet A fuel price (\$5.21 per gallon) to determine the total overall price per line item for evaluation purposes only. In addition to total overall price, the Government will consider other price aspects, including price per gallon of retardant delivered (total cost divided by number of gallons delivered with 250 drops per year); however, total overall price will be the most important price consideration.

RFP at 162 (emphasis added).

35. Overall Pricing would be the sum total of 160 days on call, during which time 250 hours of flights are assumed to be flown. Notably, "Overall Pricing" does not contain an input or consideration of the amount of fire retardant a plane carries (and therefore delivers for fighting fires), even though fire retardant delivery is the primary mission of the contract work, as defined in the RFP (at 11), and the more retardant that is delivered, the more work is being done.

36. By contrast, "Price Per Gallon" accepts all the assumptions and inputs of the Overall Pricing metric, but adds one more step to normalize Overall Pricing for retardant carrying and delivery capacity in order to get a clear picture of the cost to the Government of utilizing the various airtankers.¹ In other words, when USFS determines that a certain volume of fire retardant is needed at a fire site, the "price per gallon" figure quantifies how much it will

¹ The term "price per gallon" is used in the RFP to describe this calculation. In various evaluation materials, USFS interchangeably uses the terms "price per gallon" and "cost per gallon." Both terms are meant to reference the same calculation, without distinction. For the purposes of consistency and clarity, 10 Tanker will utilize the RFP's chosen term, "price per gallon," in this Complaint except when quoting directly from portions of evaluation documents that utilize the alternative term.

cost USFS on a per gallon basis to use the contractor to deliver that many gallons of fire retardant. Utilizing a gallon of fire retardant as the common unit of measurement, the “price per gallon” computation allows USFS to identify what it can actually expect to pay on a scalable “per unit” basis.

37. The RFP established that both metrics would be considered, though Overall Pricing was more important.

2. Best Value Determination Procedure

38. In weighing the price and non-price evaluation results, § M.4 of the RFP established that USFS would make awards “to those offeror(s) (1) whose proposal is technically acceptable and (2) whose technical/cost relationship is the most advantageous to the Government after a best value tradeoff analysis has occurred.” RFP at 163 (emphasis added).

B. Proposal Submission and Initial Next Gen 3 Award

39. 10 Tanker timely submitted its Next Gen 3 proposal in early 2019 seeking award of two line items for its two DC-10 airtankers not currently under exclusive-use contracts with USFS.

40. Over the course of the next year, USFS engaged in two rounds of very limited discussions with 10 Tanker, largely seeking confirmation of already-submitted information or updated data for ancillary proposal considerations.

41. On March 26, 2020, USFS notified all offerors that award decisions had been made that day and the award information had been posted on SAM.gov. The posting indicated that Coulson Aviation (USA) (“Coulson”) had received one line item award and that Erickson Aero Air LLC d/b/a Aero Air (“Aero Air”), and Aero-Flite Inc. (“Aero-Flite”) had received two

line item awards each. 10 Tanker timely participated in the post-award debriefing process. *See* Ex. 2, 10 Tanker Round 1 Debriefing.

42. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]:

Table 1 - Technical Evaluation Factors Overview *					
Offeror	(1) Aircraft Structural Integrity, Maintenance & Equipment	(2) Safety Elements	(3) Past Performance	(4) Organizational Experience	Overall
10 Tanker	[REDACTED]	[REDACTED]			Acceptable
Aero Air	[REDACTED]	[REDACTED]			Acceptable
Aero-Flite	[REDACTED]	[REDACTED]			Acceptable +
Coulson USA	[REDACTED]	[REDACTED]			Acceptable +
[REDACTED]	[REDACTED]	[REDACTED]			Acceptable

Ex. 3, Round 1 SSDD at 7.

43. 10 Tanker’s “Acceptable -” rating under Factor 1 was driven entirely by the identification of a single weakness under the “Equipment (Aircraft)” subfactor relating to the DC-10 aircraft’s alleged limitation to utilize certain smaller USFS airbases. *See* Round 1 SSDD at 8. [REDACTED]

[REDACTED]:

Vendor	SIP, Sub-Factor (i)	Sub-Factor ii: Maintenance	Sub-Factor iii: Equipment (Aircraft)	Factor iv: Equipment (Tank)	Factor (v) Aircraft pre-award inspection
10 Tanker	[REDACTED]				
Coulson USA	[REDACTED]				

[REDACTED]

Ex. 4, Round 1 Technical Evaluation Board Report at 2-3; *see also* Ex. 2, Round 1 Debriefing at 3 (“Coulson had the highest rated technical proposal.”).

44. But for the lone “airbase utilization” weakness assigned to 10 Tanker’s Factor 1 evaluation, the results of the evaluation made clear that 10 Tanker would have been the top-ranked offeror in the overall Technical evaluation.

45. On the pricing side of the initial evaluation, USFS determined that 10 Tanker’s “Overall Price” was assessed to be the highest of all offerors. However 10 Tanker’s price per gallon of fire retardant delivered—the metric which takes “Overall Price” formula output and simply normalizes for the amount of work actually done during the 250 hours of estimated annual flight operations—revealed that 10 Tanker had a massive advantage over all of its competitors because it was delivering far more fire retardant per mission than anyone else:

Offeror Name	Fire Retardant Tank Capacity (Payload) of Proposed Aircraft	Overall Pricing for 250 Fire Retardant Drops Per Year for 5 Years with Proposed Aircraft	Gallons of Fire Retardant Delivered in Overall Pricing Calculation (250 Drops per year)	USFS Calculated Price Per Gallon of Fire Retardant Dropped over 250 Drops
10 Tanker	9400 gal.	\$55,606,875	11,750,000 gal.	\$4.73
Coulson	4000 gal.	\$41,528,725	5,000,000 gal.	\$8.31
Aero Air	3000 gal.	\$35,250,765	3,750,000 gal.	\$9.40
Aero Flite	3000 gal.	\$40,194,305	3,750,000 gal.	\$10.72

See Ex. 3, Round 1 SSDD at 16.

46. The Overall Pricing information provided confirmed that 10 Tanker’s pricing had been driven higher than the awardees, due to higher flight rates and, primarily, higher fuel costs, even though 10 Tanker’s MAP rate (*i.e.* daily availability rate) was lower than that of both Coulson and Aero-Flite over the 5-year life of the contract. *Id.* at 2. Thus, the sole driver of the

pricing difference in the Overall Pricing assessment was the cost for 10 Tanker to fly the assumed 250 missions, during which time it would perform between 235% and 315% more work, in terms of fire retardant delivered to fires, than its competitors.

47. Based on the above technical and pricing evaluation results, 10 Tanker was informed that it ranked last among the five award-eligible offerors in the “best value” assessment:

<u>Ranking of All Offerors</u>	
Vendors	Best Value Ranking
Coulson	1st
Aero Flite	2nd
Aero Air	3rd
Neptune	4th
10 Tanker	5th

Ex. 2, Round 1 Debriefing at 2.

48. In explaining why 10 Tanker was ranked last out of the five award-eligible offerors, the SSDD explained that its price per gallon advantage was negated by the fact that its aircraft was “severely limited” in “versatility” based on its airbase utilization weakness:

10 Tanker’s large tank capacity makes their cost per gallon rate the lowest of all offerors by almost double at \$4.73 per gallon. . . . 10 Tanker’s DC-10 does offer the best cost per gallon rate but comes with limitations on aircraft versatility due to the aircraft size and weight. Being severely limited in which bases the DC-10 can operate from minimizes the benefits of their lower cost per gallon pricing[.]

Ex. 3, Round 1 SSDD at 16.

49. Of note, while 10 Tanker’s “price per gallon” pricing was discounted, awardee Coulson received substantial credit for a mere \$1.09/gallon advantage that was deemed to offset over \$6.2 million in high Overall Price as compared to multiple-CLIN awardee Aero Air. *See*

Ex. 2 at 3 (“Their [Coulson’s] larger tank capacity (cost per gallon) and higher technical rating made up for the differences in total overall price when compared to the other lower priced offers.”). However, because of the base utilization concern, 10 Tanker got no equivalent credit despite a Price Per Gallon advantage of \$4.67 over other awardees which should have offset well over \$25 million in Overall Price delta based on the Coulson example.

C. 10 Tanker’s GAO Protest of the First Next Gen 3 Award

50. On April 6, 2020, 10 Tanker timely filed a post-award protest at GAO challenging the Next Gen 3 award decision. *See* GAO Docket B-418636.2.

51. 10 Tanker’s protest contained numerous grounds of protest, headlined by four key allegations: (1) USFS engaged in unlawful discussions by down-scoring 10 Tanker for “airbase utilization” limitations without raising the issue in three rounds of discussions with offerors; (2) USFS reached an unreasonable conclusion about airbase utilization that was outside the terms of the RFP evaluation criteria and factually inaccurate; (3) USFS failed to properly consider and weigh price per gallon pricing, and; (4) USFS engaged in an unlawful best value determination.

52. In the early stages of the GAO protest process, USFS filed a request for dismissal alleging that all of 10 Tanker’s protest grounds were untimely challenges to various aspects of the RFP. After the parties briefed the dismissal arguments, GAO decided to dismiss a couple of less prominent protest grounds but declined to dismiss any of the above-referenced headline issues. Most notably, USFS did not agree with USFS’s assertion that 10 Tanker’s challenge to the assessment of price per gallon pricing was untimely or otherwise represented a belated challenge to the terms of the Next Gen 3 RFP price evaluation criteria. Ex. 5, GAO Dismissal Ruling at 1. Therefore, all of these headline issues remained in the case.

53. On June 9, 2020, USFS conducted an “outcome prediction” alternative dispute resolution (ADR) teleconference session after consent by all parties. During this ADR session, GAO announced that it was likely to sustain 10 Tanker’s protest of the “airbase utilization” weakness in its Factor 1 evaluation on the basis that the finding represented application of an unstated evaluation criterion that was outside the scope of the RFP’s stated requirements.

54. After articulating its view on the improper “airbase utilization” weakness, the GAO attorney then explained that the remaining 10 Tanker headline protest allegations related to discussions, price per gallon weighting, and the best value determination were all intertwined with the airbase utilization issue, and thus GAO declined to indicate a specific conclusion on those remaining protest allegations. Specifically, with USFS being directed to remove the lone weakness in 10 Tanker’s evaluation, 10 Tanker’s discussions allegation would be mooted. Moreover, with the SSDD demonstrating that the weighting applied to price per gallon pricing had been directly impacted by USFS’s improper “airbase utilization” finding about “limited versatility,” GAO indicated that the likely changes to the evaluation record superseded the need to reach a decision on the price per gallon issue or how all the price and technical issues coalesced in the best value award determination.

55. On June 12, 2020, in response to GAO’s outcome prediction ADR, USFS announced its intention to take voluntary corrective action. On June 18, 2020, GAO dismissed the protest as academic in light of USFS’s commitment to remedy the problems identified during the ADR.

D. Corrective Action, Round 2 Award Decision, and 10 Tanker Round 2 Debriefing

56. Between June 18 and October 27, 2020, USFS engaged in a corrective action. No discussions were conducted and the solicitation was not amended. The corrective action was limited to a partial reevaluation.

57. On October 27, 2020, USFS notified 10 Tanker that it had once again not been selected for award and that all five prior award decisions had been reaffirmed to the same three offerors—Coulson (x1), Aero Flite (x2), and Aero Air (x2). *See* Ex. 6, Round 2 Notice of Award at 1. 10 Tanker timely requested and received a post-award debriefing.

58. Through the debriefing process, and in subsequent review of the record, 10 Tanker learned that its “base utilization” weakness had been removed during the corrective action re-evaluation process, and its proposal now was evaluated as having zero non-price weaknesses of any kind. Exhibit 7, Round 2 Debriefing at 1. The removal of the airbase utilization weakness combined with the retention of all of its prior evaluation strengths led to 10 Tanker’s overall non-price rating being increased from “Acceptable” to “Acceptable+”. *Id.* This change also vaulted 10 Tanker into the top rank in the non-price evaluation, ahead of all three awardees. *See* Ex. 8, Round 2 SSDD at 15 (“10 Tanker, Coulson and Aero-Flite are rated 1, 2, 3 (respectively)”).

59. However, despite this top technical ranking, top past performance ratings, and substantial, unchanged advantage over all other offerors in “Price Per Gallon” pricing, 10 Tanker was again ranked dead last in the best value assessment based entirely on the Overall Price total cost estimate:

Best Value (Best to Lowest Value)							
Vendors	Aircraft	Payload	Technical Rank	Technical Rating	Total Cost Estimate	Cost Per Gallon	Best Value
Coulson	737	4,000	2	Acceptable +	\$ 41,528,725.00	\$ 8.35	1st
Aero Flite	RJ85	3,000	3	Acceptable +	\$ 40,194,305.00	\$ 10.72	2nd
Aero Air	MD87	3,000	4	Acceptable	\$ 37,421,325.00	\$ 9.98	3rd
10 Tanker	DC10	9,400	1	Acceptable +	\$ 55,606,875.00	\$ 4.73	5th

Ex. 8, Round 2 SSDD at 17.

60. Because the airbase utilization weakness had been removed, the SSA could no longer cite to that concern as a basis to bypass price per gallon (of fire retardant delivered) pricing. Now, the best value determination stated for the first time that 10 Tanker was being passed over because 10 Tanker presented a substantial “price premium” despite being dramatically lower-priced than any other offeror on a per unit basis under the price per gallon metric:

Based on the slight differences in technical proposals, and that all offerors have acceptable technical proposals, there is no value in paying the significantly higher **price premium** to award to 10 Tanker. 10 Tanker is not considered further.

Id. at 17 (emphasis added).

61. Having concluded that the difference in overall price represented a “price premium,” the SSA explained that 10 Tanker’s massive price per gallon advantage was being deemphasized because price per gallon pricing “becomes less relevant when the total overall price is so significantly higher than other qualified offerors.” *Id.* No explanation for this finding was provided in the SSDD, nor was any RFP language cited to justify the identified inverse relationship between the importance of price per gallon and the results of the overall pricing calculation.

62. While 10 Tanker received little or no credit for its price per gallon advantage, once again, Coulson was positively credited for its larger tank and price per gallon advantage over all other offerors (other than 10 Tanker):

Coulson's total overall pricing was higher than three other offerors. Their larger tank capacity and higher technical rating made up for the differences in total overall price when compared to the other lower priced offers.

Ex, 7, Round 2 Debriefing at 2. This consideration of price per gallon led Coulson to be the top ranked offeror in the overall best value assessment despite having a high overall evaluated price than every other offeror than 10 Tanker. *See* Ex. 8, Round 2 SSDD at 17.

E. 10 Tanker's GAO Protest of the Second Next Gen 3 Award

63. On November 6, 2020, 10 Tanker timely filed a new post-award bid protest at GAO challenging USFS's Next Gen 3 re-award decision. *See* GAO Docket No. B-418636.5.

64. With the exception of one minor technical challenge that was later withdrawn, 10 Tanker's protest focused exclusively on the price per gallon weighting issue as well as various challenges to the best value determination's reliance on an illusory "price premium" to justify passing over 10 Tanker's top-rated technical proposal despite the fact that USFS's own "price per gallon" computation demonstrated that 10 Tanker's proposal and, if award, its contract, would actually cost dramatically less than all other offerors at any given volume of work in terms of fire retardant delivered to fires. These arguments were quite similar, and in some cases identical, to 10 Tanker's prior protest.

65. As during the Round 1 protest process, USFS again based its defense of the pricing assessment and best value determination entirely on timeliness challenges. It repeated the same timeliness-based dismissal arguments that GAO had previously denied and offered no substantive defense whatsoever for its "price premium" finding.

66. While GAO rejected USFS's timeliness arguments in the Round 1 protest, in the Round 2 protest the same GAO attorney dismissed the entirety of 10 Tanker's protest on those exact same timeliness challenges. *See* Ex. 9, GAO Decision. GAO concluded that all of 10 Tanker's arguments about how and to what extent the "price per gallon" provisions and calculations were considered were tantamount to untimely solicitation challenges. On this basis, GAO dismissed 10 Tanker's protest without reaching the merits, base on these supposed solicitation challenges not having been raised prior to the due date for proposals. *Id.* No explanation was provided in GAO's decision for why it reversed its position on the validity of USFS's dismissal theories. *Id.*

CAUSES OF ACTION COUNT I

USFS'S BEST VALUE DETERMINATION WAS CONTRARY TO LAW BECAUSE IT FAILED TO ACCOUNT FOR THE COMPARATIVE COST TO THE GOVERNMENT OF THE OFFERORS' PROPOSALS

67. 10 Tanker hereby re-alleges and incorporates by reference each and all of the allegations above, as if fully set forth herein.

68. Through the Competition in Contracting Act (CICA), Congress has mandated that in prescribing the evaluation factors for competitive proposals, an agency "shall include cost or price to the Federal Government as an evaluation factor that must be considered in the evaluation of proposals." 41 U.S.C. § 3306(c)(1)(B); *see also Lockheed Missiles & Space Co. v. Bentsen*, 4 F.3d 955, 959 (Fed. Cir. 1993).

69. The Federal Acquisition Regulations (FAR) implement CICA and clarify that the purpose of CICA's mandate to consider pricing is that contracting officer's "primary concern" be "the overall price the Government will actually pay" under the competing proposals. 48 C.F.R. §

15.405(b) (emphasis added); *see also* *CBY Design Builders v. United States*, 105 Fed. Cl. 303, 344-45 (2012).

70. Furthermore, this Court has recognized that “any competitive process that does not require firms to compete on the basis of the amount of money that they want, and, in which differences in the amount of money sought cannot affect the outcome of the competition, is not consistent with that intention.” *Serco Inc. v. United States*, 81 Fed. Cl. 463, 491 (2008) (quoting Vernon J. Edwards and Ralph C. Nash, “Price as a ‘Significant’ Evaluation Factor: Has the GAO Misinterpreted CICA?,” 20 No. 8 Nash & Cibinic Rep. ¶ 40); *see also* *Harmonia Holdings Grp., LLC*, B-417475.3, Sept. 23, 2019, 2019 CPD ¶ 333 (CICA and the FAR require that “[an] agency must use an evaluation method that provides a basis for a reasonable assessment of the cost of performance under the competing proposals.”).

71. A procuring agency does not have the discretion to apply a “best value” source selection approach that violates CICA’s mandate to meaningfully consider the comparative cost to the Government of competing proposals.

72. The Next Gen 3 RFP establishes that “The primary mission for airtankers under this contract is dropping retardant on wildland fires.” Ex. 1, RFP at 11. The RFP further commits USFS to consider the “cost/technical relationship” of the competing proposals when identifying which offeror’s proposal presents the “best value” to the Government. RFP at 163.

73. USFS’s “best value” determination fundamentally failed to reasonably assess the cost/technical relationship of the competing proposal because the SSA never considered the comparative cost to the Government of the competing proposals in terms of what the Government can expect to pay to do this primary mission: deliver a given amount of fire retardant on fires.

74. Instead, because “Overall Price” assumed 250 flights per year irrespective of the amount of retardant delivered during those flights, 10 Tanker’s proposal was compared to its competitors, based on how much 10 Tanker would charge USFS to deliver 11.75 million gallons of retardant to fires while awardees Aero Flite and Aero Air were evaluated based on how much they would charge USFS to deliver just 3.75 million gallons of retardant per aircraft over the same number of flights and awardee Coulson was evaluated for its cost to deliver only 5.0 million gallons over the same number of flights.²

75. The amount of fires that occur in a given fire season is defined by climate, nature, and random chance, not the identity of the contractor on duty to help fight those fires. Moreover, the amount of fire retardant necessary to successfully fight those fires is defined by the characteristics of the fires themselves, not the identity of the contractor flying the airplane above the fire once firefighting activities begin. For this reason, the amount of retardant needed to put out fires during a given fire season is an independent variable that is entirely outside the control of the Next Gen 3 contractor. Accordingly, there is no scenario in which 10 Tanker would ever be required to deliver 8 million more gallons of retardant to a fire than one of its competitors to accomplish the same task. USFS has never suggested such a scenario exists.

76. Whether USFS requires 3.75 million, 5 million, 11.75 million gallons of fire retardant, or any other number of gallons in a given fire season, if all offerors were compared for “best value” purposes against the same workload of gallons of fire retardant delivered—*i.e.* the same value for the same independent variable outside the contractor’s control—then 10 Tanker’s proposed price will cost the Government less than all of its competitors. Under the terms of the

² These total gallon figures are quantified by simply multiplying the size of each aircraft’s fire retardant tank (in gallons) by 250 (flights per year in the RFP pricing assumption), and then multiplying that product by 5 (the number of years of the contract). *See* ¶ 45 *supra*.

competing proposals, there is no scenario in which USFS will ever have to pay 10 Tanker more than its competitors to do a given amount of work, as defined by the mission of the contract: delivering the necessary amount of fire retardant to a fire.

77. Despite 10 Tanker presenting this advantage in what the Government will have to pay, and despite 10 Tanker also being ranked above all other offerors in non-price ratings, 10 Tanker's proposal was ranked dead last in the best value assessment on the sole basis that it presented a so-called "price premium" over the three awardees. Ex. 8, Round 2 SSDD at 17. However, this supposed "price premium" is not based on an assessment of what 10 Tanker's contract will cost the Government compared to its competitors as required by statute. Instead, it is based on what it will cost the Government to hire 10 Tanker to do 8 million more units of "the primary mission of the contract" than its competitors—bringing gallons of fire retardant to fires. It is hardly surprising that the Government will pay more to have 10 Tanker do 313% more work than Aero Air or Aero Flite and 235% more work than Coulson.

78. USFS's award decision based on "price" which does not actually consider the cost the Government can expect to pay is an award decision that is contrary to the mandatory requirements of CICA and FAR Part 15. *See* 41 U.S.C. § 3306(c)(1)(B); 48 C.F.R. § 15.405(b).

79. For each of these reasons, as explained throughout this Complaint the Agency's award decision was arbitrary, capricious, and contrary to law. Thus, this protest must be sustained.

COUNT II

USFS’S BEST VALUE DETERMINATION WAS ARBITRARY AND CAPRICIOUS BECAUSE THE SSA PREDICATED HIS ENTIRE DECISION WITH RESPECT TO 10 TANKER ON A MISTAKE OF FACT BY ASSUMING THAT THE GOVERNMENT WOULD PAY A SO-CALLED “PRICE PREMIUM” FOR 10 TANKER’S PROPOSAL THAT DOES NOT EXIST

80. 10 Tanker hereby re-alleges and incorporates by reference each and all of the allegations above, as if fully set forth herein.

81. In order for an award decision to survive the APA-style “arbitrary and capricious” review, the selection decision must be predicated on accurate facts. A decision based on clear factual error with regard to the key factual discriminators between competing proposals cannot stand. *See Ala. Aircraft Indus., Inc.-Birmingham v. United States*, 586 F.3d 1372, 1375 (Fed. Cir. 2009).

82. In addition to failing to apply a comparative best value methodology that satisfies CICA’s requirement to consider the cost to the Government, the SSA’s best value determination is independently flawed because it is based on a simple mistake of fact.

83. The SSA concluded that 10 Tanker’s technically superior proposal was of lesser overall “value” to the Government because the minor technical advantages over its competitors were not worth paying a so-called 33-58% “price premium” over the three awardees. Ex. 8, Round 2 SSDD at 17. This supposed “price premium” was literally the only fact cited by the SSA for why 10 Tanker’s proposal was passed over for award despite USFS itself concluding that 10 Tanker’s proposal had (1) the best overall technical ratings, (2) the best or co-best safety ratings, (3) the best or co-best past performance ratings, and (4) the best “price per gallon” pricing by a massive margin. *Id.*

84. However, no such “price premium” will ever be paid—under any circumstances. The SSA’s conclusion that 10 Tanker presented a “price premium” of 33%-58% was based on a failure to consider that this difference in pricing was based on a comparison of pricing where 10 Tanker is performing 235%-313% more work than its competitors. Yet, at any given workload commonly applied to all offerors, and utilizing all of the pricing inputs (MAP rate, flight rate, fuel costs) of each offeror’s proposal, the Government will never pay more under a 10 Tanker contract than it would under a Coulson, Aero Air, or Aero Flite contract.

85. The SSA’s reliance on a non-existent “price premium” to justify passing over 10 Tanker’s technically superior and less expensive proposal is a clear mistake of fact. Nothing in the RFP allows USFS to redefine the laws of mathematics to conclude that a smaller cost to the Government is actually a “price premium” over a larger cost to the Government.

86. Had the SSA properly understood the fact that the cost to the Government of 10 Tanker’s proposal was actually less than that of any competitor, 10 Tanker’s *cumulative* advantages in the non-price evaluation and “price per gallon” pricing would have been weighted more heavily than its lone deficit in “total overall price” and 10 Tanker would have been selected for two line item awards. Only by relying on the erroneous factual conclusion that 10 Tanker’s proposal presented a “price premium” that the Government would have to pay did the SSA conclude that 10 Tanker should not receive an award despite all of its acknowledged advantages.

87. For each of these reasons, as explained throughout this Complaint the Agency’s award decision was arbitrary, capricious, and contrary to law. Thus, this protest must be sustained.

COUNT III

THE SSA FAILED TO MEANINGFULLY CONSIDER PRICE PER GALLON PRICING IN HIS BEST VALUE DETERMINATION BECAUSE HE APPLIED AN UNSTATED EVALUATION CRITERION

88. 10 Tanker hereby re-alleges and incorporates by reference each and all of the allegations above, as if fully set forth herein.

89. It is a fundamental tenet of procurement law that proposals must be evaluated in accordance with the terms of the solicitation. *See, e.g., Ashbritt, Inc. v. United States*, 87 Fed.Cl. 344, 374; *Red River Holdings, LLC v. United States*, 87 Fed. Cl. 768, 786 (2009).

90. FAR § 15.305(a) directs that, “[a]n agency shall evaluate competitive proposals and then assess their relative qualities solely on the factors and subfactors specified in the solicitation.” (2009).

91. The Next Gen 3 RFP established that “Price Per Gallon” of fire retardant delivered to fires would be meaningfully considered in the pricing evaluation. Ex. 1, RFP at 162.

92. The RFP commitment to evaluate and consider price per gallon pricing was not conditional or contingent on the results of other aspects of the pricing evaluation. *Id.*

93. 10 Tanker’s price per gallon of fire retardant delivered was \$4.73. Coulson, the awardee with the lowest price per gallon (\$ 8.35), was 76.5% higher than 10 Tanker. Ex. 8, Round 2 SSDD at 17. At the high end, double awardee Aero Flite’s price per gallon of \$10.72 was 126.6% higher than 10 Tanker’s price. *Id.* Aero Air’s price per gallon was \$9.98 (111% higher). By any reasonable interpretation of the RFP, this should have yielded 10 Tanker substantial comparative credit in the “best value” tradeoff comparison against each offeror, even if “price per gallon” was considered relatively less important than the Overall Pricing formula.

94. However, the USFS SSA dismissed the significance of 10 Tanker's massive price per gallon advantage on the basis that price per gallon "becomes less relevant when the total overall price is so significantly higher than other qualified offerors." *Id.* In so doing, he failed to meaningfully consider or weigh "price per gallon" pricing in the "best value" determination.

95. The SSA's pivotal assertion that the importance of price per gallon is contingent on other pricing assessments being close has no support in the RFP's stated evaluation criteria. RFP at 162. Accordingly, the SSA's decision to devalue and effectively disregard 10 Tanker's price per gallon advantage during the "best value" assessment was contrary to law because it was based on an unstated evaluation criterion.

96. In addition to representing an unlawful application of an undisclosed evaluation criterion, the SSA's actions are also substantively arbitrary and capricious. There is also no logical basis for inferring an inverse weighting relationship between "price per gallon" and "Overall Price." The two figures are directly related, with the only difference being that price per gallon takes the Overall Price figure and employs one additional calculative step of normalizing the overall price formula output for the amount of work performed within that Overall Price by establishing unit price of doing the contract work: bringing a given amount of fire retardant to a fire.

97. Had 10 Tanker known that its price per gallon would be effectively discounted and given no evaluative weight simply because 10 Tanker's DC-10 aircraft costs more to fly per hour while doing double or triple the amount of work in that hour, 10 Tanker could have altered its pricing approach or challenged the terms of the RFP to ensure a more fair consideration of price. Accordingly, 10 Tanker was competitively prejudiced by USFS's unlawful application of unstated evaluation criteria.

98. For each of these reasons, as explained throughout this Complaint the Agency's conduct was arbitrary, capricious, and contrary to law. Thus, this protest must be sustained.

THE EQUITIES WEIGH IN FAVOR OF A PERMANENT INJUNCTION

1. 10 Tanker hereby re-alleges and incorporates by reference each and all of the allegations above, as if fully set forth herein.

2. Each and all of the arbitrary and capricious actions discussed above merit sustaining 10 Tanker's protest. 10 Tanker has also satisfied the remaining requirements for permanent injunctive relief based on an assessment of (1) irreparable harm, (2) balance of the harms, and (3) the public interest.

3. Without injunctive relief, 10 Tanker would be irreparably harmed. 10 Tanker will lose its opportunity to compete fairly for the Next Gen 3 contracts, and lose its opportunity to obtain profits from one or more contract awards. This injury constitutes irreparable harm. *See Furniture by Thurston v. United States*, 103 Fed. Cl. 505, 520 (2012) ("The court has repeatedly held that the 'the lost potential profits' from a government contract constitutes irreparable harm."); *Klean of Tex., Inc. v. United States*, 65 Fed. Cl. 618,624 (2005) ("Here, absent injunctive relief, [the protester] will lose the opportunity to earn the profit it would have made under this contract.").

4. USFS, on the other hand, would not be substantially harmed by the issuance of an injunction. USFS still has access to the entire large airtanker fleet through existing contracts, both "exclusive use" and "call when needed." Meanwhile, by correcting its procurement errors, USFS will obtain a new contract with 10 Tanker that, by USFS's own evaluation conclusions, provides USFS with a technically-superior solution at a lower cost to the Government to do any given amount of work (defined by bringing fire retardant to fires). 10 Tanker can begin

performing under a new contract immediately, thereby avoiding any gaps in coverage.

Furthermore, to the extent USFS would complain about administrative hassle of having to repair its own mistakes, those harms pale in comparison to the harm 10 Tanker suffers by losing out on its primary source of income due to USFS's evaluation errors.

5. Finally, an injunction is unambiguously in the public interest. Wildfires are a serious and growing problem in the United States. The mission of USFS to fight these fires is of the utmost importance. When one contractor is evaluated to be able to support this critical mission with the undisputed best technical solution at the most affordable cost to the Government, it is in the public interest for USFS to contract with that firm. Indeed, contracting with that firm could save lives and countless millions of dollars of property damage. Furthermore, the public interest always favors a federal agency adhering to a federal statute and affording participants in the federal procurement process a fair source selection process. By contrast, there is no public interest in supporting unlawful contract awards that lead to USFS paying other contractors more for technically-inferior solutions.

PRAYER FOR RELIEF

For all of the reasons set forth above, 10 Tanker respectfully requests that the Court grant the following relief:

- Declare USFS's Next Gen 3 contract awards to be arbitrary, capricious, an abuse of discretion, and not in accordance with law for all of the reasons set forth herein;
- Require USFS to re-do its best value award decision based on the comparative cost to the Government of the competing proposals;
- Enjoin USFS from obtaining performance under any of these contracts as soon as a new award decision can be made if a new award would replace one of the existing contracts.

- Find USFS's legal position in this procurement not to be substantially justified and, therefore, direct repayment of 10 Tanker's costs and attorney' fees for pursuing this litigation in accordance with the Equal Access to Justice Act.
- Grant any such relief the Court deems appropriate, including fees and costs to 10 Tanker.

Respectfully submitted,

s/ James G. Peyster
James G. Peyster
Thomas P. Humphrey
Crowell & Moring, LLP
1001 Pennsylvania Avenue, NW
Washington, D.C. 20004
Tel: 202.624.2502
Fax: 202.628.5116

Counsel for 10 Tanker Air Carrier, LLC.

Dated: March 19, 2021

10 Tanker Air Carrier LLC

Exhibit 1

SOLICITATION OFFER AND AWARD1. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 350)

RATING

PAGE 1 OF 165

MAX 2. CONTRACT NUMBER	3. SOLICITATION NUMBER 12024B18R9013	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED Dec 3, 2018	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY U.S. FOREST SERVICE – CONTRACTING NATIONAL INTERAGENCY FIRE CENTER 3833 S. DEVELOPMENT AVENUE, MS 1100 BOISE, ID 83705-5354		8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations, "offer" and "Offeror" mean "bid" and "Bidder".

SOLICITATION

9. Sealed offers in original and (See Section L.6) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if hand carried, in the depository located in **FOREST SERVICE CONTRACTING OFFICE** until **4:00 PM** local time **Jan 17, 2019**

(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME MATTHEW D. OLSON	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS mdolson@fs.fed.us
	AREA CODE (208)	NUMBER 387-5835	EXT.	

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	6	PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS			
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X	G	CONTRACT ADMINISTRATION DATA	3	X	M	EVALUATION FACTORS FOR AWARD	5
X	H	SPECIAL CONTRACT REQUIREMENTS	2				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)	
	NINE DIGIT DUNS NUMBER:			
15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE – ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.		

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM 25
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE ATTN: INCIDENT BUSINESS – CONTRACTS ALBUQUERQUE SERVICE CENTER 101B SUN AVENUE NE ALBUQUERQUE, NM 87109	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Solicitation No. 12024B18R9013
Exclusive Use Next Generation Large Airtanker Services 3.0

U.S. Forest Service
National Office

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Part I THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

The intent of this solicitation is to obtain Next Generation (NG) Airtanker services for initial attack wildland firefighting on a nationwide basis. Additionally, this solicitation will secure a Firm Fixed Price contract(s) not to exceed 5-years (1 year base with 4 one year options) for the daily availability rate. The U.S. Forest Service will guarantee payment, at the fixed daily availability rate, for each Mandatory Availability Period under the contract. Flights hours will be ordered, also at a fixed rate and are not guaranteed.

The Forest Service intends to award up to five (05) line items for next generation multi-engine turbine powered airtankers services for initial attack wildland firefighting on a nationwide basis. The primary mission for these airtankers is for initial attack to support ground firefighting operations.

Contracts will begin service in calendar year 2019 and will have a base period of one (1) year with four (4) one year options.

Proposed aircraft flight rates shall be dry rates with the Government providing fuel through the Defense Logistics Agency (DLA) AIR Card program. The contractor shall provide a second means of paying for fuel during instances when the DLA card is not accepted.

The Government may award a single line item, multiple line items, or no line items at all based on the outcome of the evaluation process. **Contract(s) shall be awarded with the first program year of the resulting contract(s) beginning at the time of award indicated on the schedule of items.** The solicitation is written to include the requirements for each program year. Award(s) will not be made on less than the first program year requirements. The Government's evaluation of the price or estimated cost and fee shall consider all base period and option years combined.

Contractors will not be eligible for compensation if option periods are not exercised. The date/period of time on these contract(s) is established by the agency to coincide with funding availability.

Offerors may submit offers for any or all of the line items located in the Schedule of Items for which they wish to be considered. Offerors must provide all information in Section B-1, Schedule of Items, and B-2 Offered Aircraft as requested. All prices for this solicitation are to be priced out by the offeror(s) for each continuing year (Base and Option).

After award, the offerors will have their offered aircraft ready to perform for the 2019 fire season. When the Mandatory Availability Period (MAP) period begins, any awarded Line Item aircraft not ready to perform shall be subject to Termination for default.

After the first year of the base period, MAP starting dates may change based on calendar year date designation from year to year. After the first year, the MAP will commence "on or about" the designated date contained in the contract Schedule of Items plus or minus 15 days. Changes to the beginning and ending date of the MAP period shall be made and communicated via a bilateral modification to the contractors by the Contracting Officer (CO) on or before February 1st of all but year number 1.

Aircraft that are currently working on other Exclusive Use U.S. Forest Service contracts for 2019 and beyond **may not** be proposed for this solicitation.

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Offerors with IAB interim approvals must gain IAB full approval at the end of the IAB time period stated in the interim letter. If the Offeror's airtankers have not achieved full approval when the interim approval expires, this contract may be terminated for default.

Care should be taken to provide separate Technical and Business/Price proposals in accordance with the solicitation instructions in Sections L & M.

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B-1 SCHEDULE OF ITEMS

Schedule of Items – Base Year								
Item Number	Tanker N-Number	Tanker # (If assigned)	Tanker Make/Model	MAP Days	MAP Start Date ¹	Daily Availability Rate	Hourly Flight Rate	Daily Optional/Post Use Rate
001				160	1 June, 2019			
002				160	1 June, 2019			
003				160	1 June, 2019			
004				160	1 June, 2019			
005				160	1 June, 2019			
Schedule of Items – Option Year 1								
Item Number	Tanker N-Number	Tanker # (If assigned)	Tanker Make/Model	MAP Days	MAP Start Date ¹	Daily Availability Rate	Hourly Flight Rate	Daily Optional/Post Use Rate
101				160	TBD			
102				160	TBD			
103				160	TBD			
104				160	TBD			
105				160	TBD			

¹ On or about, ± 15 days. After award the co will assign each line item its day off. The estimated ending date will be determined annually by the co.

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Schedule of Items – Option Year 2								
Item Number	Tanker N-Number	Tanker # (If assigned)	Tanker Make/Model	MAP Days	MAP Start Date ¹	Daily Availability Rate	Hourly Flight Rate	Daily Optional/Post Use Rate
201				160	TBD			
202				160	TBD			
203				160	TBD			
204				160	TBD			
205				160	TBD			
Schedule of Items – Option Year 3								
Item Number	Tanker N-Number	Tanker # (If assigned)	Tanker Make/Model	MAP Days	MAP Start Date ¹	Daily Availability Rate	Hourly Flight Rate	Daily Optional/Post Use Rate
301				160	TBD			
302				160	TBD			
303				160	TBD			
304				160	TBD			
305				160	TBD			
Schedule of Items – Option Year 4								
Item Number	Tanker N-Number	Tanker # (If assigned)	Tanker Make/Model	MAP Days	MAP Start Date ¹	Daily Availability Rate	Hourly Flight Rate	Daily Optional/Post Use Rate
401				160	TBD			
402				160	TBD			
403				160	TBD			
404				160	TBD			
405				160	TBD			

¹ On or about, ± 15 days. After award the co will assign each line item its day off. The estimated ending date will be determined annually by the co.

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B-2 OFFERED AIRCRAFT REQUIREMENTS

Aircraft shall be multi-engine turbine powered and shall have been modified with an approved retardant delivery system with an STC and IAB approval. Individual N number/ Serial Number aircraft that are in development or that have not had the airtanker modifications completed will not be evaluated.

The payload weight is based on an average of 9 pounds of mixed retardant per gallon. For example, an airtanker with a 3000 gallon retardant volume will have a 27,000 pound retardant payload. Dispensing volume shall be the volume in US gallons identified on the Interagency Airtanker Board (IAB) interim or full approval letter for the proposed aircraft.

The airtanker will be expected to carry its maximum mixed retardant payload from all Assigned Work Locations (AWLs).

Dispensable volume for purposes of meeting the minimal acceptable capacity is measured as sea level with zero wind at 89°F and a ground roll of 6,000 feet or less.

Some airtankers will not be capable of operating from many of the existing interagency airtanker bases because of airport, runway, taxiway, ramp or airtanker base limitations. Where each type of airtanker can operated is identified in the NWCG Airtanker Base Directory.

Offered Aircraft						
Airtanker N#	Tanker #	Airtanker Make/Model/ Serial #	Retardant Payload ¹	Normal Operating Wt.	Cruise (KTAS) ²	Hourly Fuel Consumption ³

¹ The payload weight is based on an average of 9 pounds per gallon of mixed retardant per gallon. Dispensing volume and retardant in pounds shall be identified on the Interagency Airtanker Board (IAB) interim or full approval letter for the proposed aircraft.

² Aircraft proposed shall be capable of 300 knots (KTAS) or greater with maximum IAB retardant payload at 12,000' MSL as demonstrated by performance charts. Cruise speed is based on maximum payload on board utilizing cruise power or maximum speed restriction by the Supplemental Type Certificate (STC) to maintain best speed without exceeding manufacturer or FAA operating limitations.

³ Offeror shall state and describe in detail the fuel consumption/flow and conditions for the submitted cruise speed during airtanker operations. Fuel consumption shall be in U.S. Gallons per hour.

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B-3 OFFERORS SHALL STATE THE MAXIMUM NUMBER OF ITEMS THEY ARE ABLE TO PROVIDE.

Prior to award, offered aircraft will be physically inspected by the government to validate that aircraft, tank, engineering, and the maintenance organization are consistent with the offeror's proposal and meets contract requirements. Aircraft not meeting the contractor's proposal or contract specifications will not be eligible for an award. Refer to Section L-5 (b) (2) (ii) for additional information.

Maximum Number of Items: _____

B-4 AIRCRAFT PERFORMANCE SPECIFICATIONS

(a) Aircraft performance data shall be computed using the aircraft Normal Operating Weight determined by the following weight factors:

- (1) Aircraft Empty Weight in mission configuration. _____ lbs. (As weighed and lifted on calibrated scales within 120 days of the original proposal submittal due date as listed in Exhibit 22. Must be certified)
- (2) Flight crew weight. _____ lbs. (200 lbs. per flight crew member-Estimated Weight)¹ Refer to C.9 (j) (1) for approved flight crew requirements.
- (3) 2½ hours of fuel computed at the cruise speed specified in B-2. _____ lbs. (Jet A Fuel weight estimated at 6.8 pounds per gallon)
- (4) Miscellaneous Contractor/Flight Crew items carried aboard the aircraft. _____ lbs. (as listed in Exhibit 22 and includes Non-mission essential equipment per C-4 (d) (1))
- (5) Contracted retardant weight (payload). _____ lbs. (Weight using 9 pounds per gallon)
- (6) Weight penalty placed on the aircraft by the FAA for the tank installation. _____ lbs. (If applicable)

(b) Taxiing, Takeoff, and Landing

- (1) List all Airtanker Base locations that the company is unable or unwilling to work from including:
 - (i) Bases that you cannot operate out of at full retardant dispensing capacity with 2.5 hours of fuel and temperatures at 85° F, 90° F and 95° F. Complete the table in Exhibit 9.
 - (ii) Bases that have runways, taxiways, ramps, or any potential surface that cannot support your aircraft at Max Ramp Weight, or contract required fuel and retardant weight. List the bases.

¹ Refer to C.8 (i) (1) for approved flight crew requirements

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(2) Offered aircraft in accordance with the manufacturer's normal Takeoff configuration (using appropriate performance charts) shall be capable of accelerating on all engines to V2 per 14 CFR part 1.1 and lift-off within 80% of the effective runway.

(3) All contracted Forest Service Next Generation airtankers shall carry the maximum contract retardant dispensing payload and shall carry the contract fuel load (no less than 2.5 hours) when departing from an airport in support of firefighting operations. When load and return missions are requested, it is not necessary to refuel if the amount of fuel on board is sufficient to complete the load and return request and the PIC can meet fuel reserve requirements. If downloading is necessary to meet environmental performance requirements, the PIC shall adjust the aircraft weight and balance to mitigate unnecessary risk. When downloading is necessary, the COR and Air Tanker Base Manager (ATBM) shall be informed. The ATBM shall document the occurrence and retardant download amounts.

(4) For takeoffs, offered aircraft shall meet accelerate-stop requirements, (must be able to show all performance charts and work). Aircraft shall be capable of accelerating on all engines to the manufacturer's or FAA approved V1 (per 14 CFR part 1.1), experience a failed engine, and either continue to accelerate to take-off with a failed engine within the remaining runway, or come to a complete stop on the runway. If V1 (per 14 CFR part 1.1) is not available, V2 (per 14 CFR part 1.1) shall be used in determining accelerate-stop requirements.

(5) The accelerate-stop distance shall not be greater than the length of the runway plus the length of the stopway (if present). For ex-military or restricted category airplanes, a stopway is a safety asset, but cannot be used in the accelerate-stop calculation.

In reference to the above requirements, vendors shall offer a Pilot Operating Handbook (POH) and/or Aircraft Flight Manual (AFM) or equivalent for the proposed specific aircraft. The POH and/or AFM shall be in the aircraft, be for that specific aircraft and aircraft serial number if applicable.

B-5 AIRCRAFT/RETARDANT TANK(S)

Offered aircraft shall be multi-engine turbine powered and have Interagency Airtanker Board (IAB) full or interim approval prior to pre-award inspection.

Airtankers and tanks with IAB interim approvals must gain IAB full approval at the end of the IAB time period stated in the IAB approval letter. If the Offeror's airtanker(s) have not achieved full approval when the interim approval expires, this contract may be terminated.

B-6 FLIGHT CREWMEMBERS

For their assigned crew position, flight crewmembers shall have a FAA commercial rating or higher with appropriate instrument ratings.

B-7 BASIC COVERAGE

Vendors will operate on a 6 days on, 1 day off schedule, or if vendor requested and Government approved, 12 days on duty and two days off duty may be authorized, (approval is

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not guaranteed and is decided on a case-by-case basis). The Government will determine the day(s) off for each line item.

Vendors may be asked to provide 7 day coverage, but will not be penalized if unable to provide it.

The vendor shall supply the Contracting Officer with a schedule of days off and relief personnel for flight crews and mechanics 15 days prior to the MAP start date. This schedule shall cover the entire MAP period. If changes to the proposed schedule or relief occur, the vendor shall notify the CO or COR immediately and provide an updated schedule.

B-8 STANDBY HOURS

Crew and Aircraft must standby the first 9-hours of the day ordered by the Government. Crews may be required to remain on site for dispatch up to 14 hours (maximum).

B-9 EXTENDED STANDBY RATE

Hours of standby in excess of the first 9 hours may be ordered by the Government. Rate is **\$52.00** per hour per authorized Flight Crewmember plus two (2) mechanics. The maximum total daily hours will not exceed 14. (See Section G-5).

B-10 ADDITIONAL INFORMATION

Additional information required to be submitted with your Proposal is contained in Section L, Instructions to Offerors-Competitive Acquisition (FAR 52.215-1) (JAN 2004)

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
GENERAL REQUIREMENTS**C-1 SCOPE OF CONTRACT**

(a) The priority mission for airtankers under this contract will be for initial attack (IA) of wildfires. These airtankers respond to new and emerging fires with typical missions of one hour or less. These immediate response actions occur in the first burning period and are intended to support personnel either on scene or enroute to the incident in containing the fire when it is least costly to do so.

The primary mission for airtankers under this contract is dropping retardant on wildland fires. Loading or dropping water shall not occur unless previously approved by the Forest Service National Airtanker Program Manager. Refer to the Interagency Standards for Fire and Aviation Operations (Red Book) Chapter 16, Aviation for criteria required to gain approval for loading and dropping water. Use of water enhancers (gels) is strictly prohibited in Type 2, Type 1 and VLAT airtankers.

During the MAP the airtanker shall be made available for the exclusive use of the government.

(b) The Government requires the use of one or more airtanker(s) that can be dispatched to wildland fires on a nationwide basis. After the flight crew has been notified of an order and the airtanker loaded with fuel and/or retardant they shall be airborne within 15 minutes.

(c) All services provided under this contract shall be performed in a safe and efficient manner. Contractors shall use all reasonable means to support safety awareness and adherence to established FAA standards and procedures.

(d) All airtanker operations including aircraft and personnel shall comply with the applicable USFS policy in Forest Service Manual 5700, Forest Service Handbook 5709.16 and all applicable approved agency and interagency standards, plans and guides including but not limited to the following:

- Forest Service Airtanker Operations Plan
- NWCG Standards for Airtanker Base Operations
- NWCG Airtanker Base Directory
- Interagency Standards for Fire and Aviation Operations (Red Book)
- Interagency Aerial Supervision Guide
- National Interagency Mobilization Guide

(e) Contract personnel shall conduct themselves in a professional and cooperative manner in fulfilling this Contract.

(1) Performance of these contract services may involve work and/or residence on Federal property (i.e., National Forests and National Parks, etc.). Contractor's employees are expected to follow the rules of conduct established which apply to all Government and non-Government personnel working or residing on Government facilities. Any items prohibited on Government property such as firearms must be secured with the flight or aircrew member's personal belongings off Government

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
GENERAL REQUIREMENTS

property or secured in the aircraft in a locked container in accordance with all Federal and State regulations governing the transport and security of such items.

(2) Contractor personnel shall perform effectively. Personnel who perform ineffectively, refuse to cooperate in the fulfillment of the contract objectives, or are unable or unwilling to adapt to field living conditions, or whose general performance is unsatisfactory or otherwise disruptive, can be replaced at the discretion of the CO.

(3) The CO shall notify the offeror of specifics of the unsatisfactory conduct and/or performance by the offeror's personnel. The determination of unacceptability is at the sole discretion of the CO. When directed by the CO, the offeror shall replace unacceptable personnel.

(f) The Contractor must provide all personnel, facilities, technical support, equipment, financial support, and materials required to accomplish the work required herein unless otherwise agreed to by the CO.

C-2 CERTIFICATIONS AND APPROVALS

(a) Aircraft shall conform to an approved type design, be maintained and operated in accordance with Type Certificate (TC) requirements and applicable Supplemental Type Certificates (STCs). The aircraft shall be maintained in accordance with an FAA approved inspection program and must include an FAA approved Supplemental Structural Inspection Document (SSID), Structural Inspection Document (SID), or Instruction for Continued Airworthiness (ICA) for the airframe structure, as applicable with an ICA and Airworthiness Limitations Section (ALS) approved by the manufacturer (or equivalent) and the FAA for the airtanker role.

(b) Contractors shall be currently certificated to meet Title 14 of the Code of Federal Regulations (CFR), Part 137 (Agricultural Aircraft Operations). Any aircraft offered shall be listed by make, model, series, and registration number on the Contractor's Operations Specifications.

(c) Contractors are also required to hold a 14 CFR Part 145 Repair Station Certificate with a Class or limited airframe rating for offered aircraft. All maintenance shall be performed under the contractor's Repair Station Certificate. Under certain circumstances non-CRS personnel may perform preventive maintenance functions such as those contained in 14 CFR Part 43, Appendix A, if approved in advance by a USFS Aviation Maintenance Inspector.

(d) Aircraft shall be 14 CFR Instrument Flight Rules (IFR) certified.

(e) All aircraft must have a current Interagency Airtanker Board (IAB) full or interim approval. Any modification or alteration to the tank system that may alter the IAB and Aerial Delivery Test Team retardant testing, evaluation and coverage test results shall be approved by the Interagency Airtanker Board (IAB) prior to the airtanker pre-use inspection.

(f) Any modification or alteration which affects the aircraft performance, flight characteristics, or operational limitations, must be approved by the U.S. Forest Service.

**SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
GENERAL REQUIREMENTS****C-3 GOVERNMENT FURNISHED PROPERTY**

If Government Furnished Property (GFP) is provided, the Contractor shall be required to sign a property receipt document. Upon Government request, GFP shall be returned to the Government in accordance with GFP FAR Clause 52.245-1 (APR 2012).

C-4 GOVERNMENT FURNISHED RESOURCES

- (a) Those resources to be provided by the Government are an Aerial Supervision Module (ASM) or Leadplane (LP) to direct and coordinate each retardant drop for airtankers that request an ASM or LP or are required by policy to use an ASM or LP to drop.
- (b) The National Interagency Coordination Center (NICC) will retain operational control of the airtankers and work with Geographic Area Coordination Centers (GACCs) for deployment of these resources. The primary contact will be the Forest Service Fixed-wing Coordinator who coordinates directly with Contracting Officer, Vendors, NICC and the GACCs.

C-5 AIRCRAFT REQUIREMENTS

- (a) General

Aircraft must be multi-engine turbine powered and have been issued a Standard or a Restricted Category Airworthiness Certificate and shall meet the following:

- (1) Federal Aviation Administration (FAA) Type Certificate (TC) or Supplemental Type Certificate (STC) that allows for the dropping of retardant on wildland fires (i.e. aerial dispersant of liquids);

Or

Original Equipment Manufacturers (OEM) or equivalent approval for the aircraft for aerial dispersant of liquids

- (2) An OEM or equivalent Structural Integrity Program for the firefighting role.

- (3) Aircraft capable of being pressurized during non-retardant carrying flights are preferred.

Note: Refer to Section J, Exhibit 2 for critical information regarding engineering, maintenance, inspection, and data collection and monitoring required by this contract. Failure to accomplish items and maintain compliance with the requirements identified in this exhibit will result in termination of this contract. The Contractor shall keep and maintain programs necessary to assure continued compliance. The development and maintenance of this program is a material part of the performance of the contract. When, in the sole judgment of the CO, the program does not comply the Government shall initiate termination of the contract as provided in the "Contract Terms and Conditions."

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(b) Condition of Equipment

- (1) Contractor-furnished aircraft and equipment shall be operable, free of damage, and in good repair. Aircraft fluid leaks shall be within the manufacturer's specified limits. Retardant tank, tank valves or connections shall not leak.
- (2) All windows and windshields shall be clean and free of scratches, cracks, crazing, distortion, or repairs, which hinder visibility.
- (3) The aircraft interior shall be clean and neat.
- (4) The exterior finish shall be clean, neat, and in good condition. Low visibility paint schemes are unacceptable.
- (5) If the aircraft has been used to disperse pesticides or herbicides it shall be supplied clean and odor free. The retardant tank(s) shall be cleaned in accordance with Federal Insecticide Fungicide Rodenticide Act (1969) (FIFRA) Regulations.

(c) Basic Aircraft and Fire Equipment

(See Section J, Exhibit 1)

(d) Non-mission Essential Equipment

- (1) Non-mission essential equipment stored in the aircraft during firefighting missions will be limited to crew baggage, technician baggage (as applicable), essential ground support equipment, minimum essential consumable liquids and spare parts not to exceed **1 percent of the** maximum operating/takeoff weight
- (2) Equipment stored in the aircraft shall be securely stored to prevent movement in flight (bungee cords are not acceptable).
- (3) All non-mission essential equipment shall be documented in the aircraft weight and balance records.

C-6 AIRCRAFT MAINTENANCE

(a) General

- (1) Aircraft shall be maintained in accordance with all applicable 14 CFR requirements. Manufacturer's Service Bulletins (SBs) applicable to the aircraft in its airtanker usage / firefighting usage and all Airworthiness Directives (AD) shall be complied with during the period of the contract performance. Ex-military aircraft will comply with all civil model derivative equivalent Service Bulletins applicable to the aircraft in its airtanker usage / firefighting usage and Airworthiness Directives.
- (2) Special equipment and/or modification of the aircraft to meet the specifications of this contract shall be inspected, repaired, and altered in accordance with 14 CFR requirements and manufacturer's recommendations or engineering data and be FAA approved.

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GENERAL REQUIREMENTS

(3) Unless authorized by an approved MEL, aircraft shall not be approved or used if any accessory or instrument is inoperative. Equipment required by this contract may not be deferred under the MEL, except for non-revenue ferry flights.

(4) All mandatory component retirement, replacement or overhaul times shall be adhered to as specified in the OEM Airworthiness Limitations Section or equivalent OEM document. FAA approved extensions, if applicable to items identified in the required Airworthiness Limitations Section (ALS) required by Exhibit 2, paragraph (d), is not allowed under any circumstances.

(5) Contract performance may subject the aircraft engine to frequent smoke, sand, and dust ingestion. All aircraft shall comply with the erosion inspection procedures at the recommended intervals in accordance with the engine operation and maintenance manual for the contracted aircraft.

(6) Maintenance of aircraft shall be recorded in accordance with 14 CFR Part 43 and Part 91 including aircraft time-in-service. Aircraft maintenance records shall be in accordance with the FAA Advisory Circular (AC) No. 43-9C as revised.

(7) A flight log similar to that required by 14 CFR 135.65(a) shall be kept with the aircraft. The log will contain the minimum items identified in Section J, Exhibit 17.

(8) Aircraft records and manuals shall be available to agency inspectors. See Section J, Exhibit 16.

(9) Aircraft shall be weighed and configured as an airtanker within 60 days of being offered, and every 36 months thereafter. Exhibit 22, Form B is required. The aircraft shall also be weighed following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft (see Exhibit 22, Form C).

(10) All weighing of aircraft shall be performed on scales that have been certified as accurate within the previous year (12 months).

The certifying entity may be any accredited weights and measures laboratory using standards traceable to the National Institute of Standards and Technology (NIST). The scales should be listed by make model and calibration date in the aircrafts weight and balance documentation (See Exhibit 22, Form B).

(11) An Equipment List shall be compiled for each offered aircraft. Weight and balance records shall be revised each time equipment is removed or installed. (A list of equipment installed in the aircraft at the time of weighing shall be compiled. The equipment list shall include the name, weight, arm and moment of each item installed. Items that may be easily removed or installed for aircraft configuration changes (seats, radios, special mission equipment, etc.) shall also be listed including the name, weight, arm and moment of each item. Each page of the equipment list shall identify the specific aircraft by serial and registration number. Each page of the equipment list shall be dated indicating the last date of actual weighing or computation. The weight and balance shall be revised each time equipment is removed or installed which more than negligibly affects the center of gravity of the aircraft. See Exhibit 22 for an acceptable example.

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
GENERAL REQUIREMENTS

(12) The CO shall be notified and a revised weight and balance record shall be submitted to the CO when an aircraft's empty weight changes by + or - 1% or more.

(b) Structural Integrity Program

Refer to Section J, Exhibit 2. This Exhibit contains critical information regarding engineering, maintenance, inspection, and data collection and monitoring required by this contract.

(c) Engines and Propellers

(1) The maximum Time Since Rebuild or Time Since Overhaul (TSR/TSO) permitted on any engine installed on a contract airtanker shall not exceed the manufacturer's approved or recommended times nor be operated when the efficiency becomes less than 95%.

(2) Extensions to maximum engine TSR/TSO must be approved by the FAA, provided the Contractor who provides the aircraft is the holder of the extension authorization (not the owner if the aircraft is leased), and shall operate in accordance with the extension.

(3) Each engine shall have at least 100 hours remaining before any overhaul or hot section inspection at the start of the Pre-Season (Mandatory) or shall be "backed-up" by a substitute engine having more than 100 hours remaining and installed in a QEC (Quick Engine Change) unit.

Note: QEC unit is defined as the engine complete with engine mount, accessories, and the necessary wiring and tubing assembled in such a manner that it can be installed on the aircraft in a minimum amount of time. A QEC unit need not have the cowling or propeller installed to be a complete unit. Maintenance records that meet 14 CFR Part 91 shall be kept with the QEC unit.

(4) A "Hot Section" inspection will not be considered as an overhaul on any turbojet or turboprop engine unless so specified by the manufacturer of the engine.

(5) Engine/propeller records shall be certified and appropriately-rated (14 CFR Part 43.3) or military authority; and shall be made available for inspection upon request. Engines removed from storage (unsealed - 2 years; sealed - 5 years, or greater) shall be inspected for rust and corrosion, compliance with ADs, and attested airworthy by a certified power plant mechanic prior to entering service.

(d) Parts

Replacement parts shall be approved under 14 CFR 21.9 and shall have FAA, Military or OEM documentation. Parts that have been rebuilt, overhauled, inspected, modified, repaired, or tested shall have a maintenance release document signed by an appropriately certificated person qualified for the relevant function that signifies that the item has been returned to service.

(e) Maintenance Flights

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A functional maintenance flight shall be performed following overhaul, repair, and/or replacement of any engine, power train, or flight control equipment, and following any adjustment of the flight control systems before the aircraft is returned to service. The flight (along with the associated fuel) shall be performed at the Contractor's expense. Results of the maintenance flights shall be reported to and approved by the USFS Maintenance Inspector before the aircraft is returned to Contract Availability.

C-7 AVIONICS**(a) MINIMUM REQUIREMENTS**

All avionics used to meet this agreement shall comply with the requirements of paragraph (b) *AVIONICS SPECIFICATIONS* and paragraph (c) *AVIONICS INSTALLATION AND MAINTENANCE STANDARDS*. The following are the minimum avionics which shall be installed. Equipment required by this section may not be deferred under the MEL, except for AFF which may be inoperative for 5 days with government approval.

Airtankers

- (1) Two VHF-AM Radios (COM 1 & COM 2)
- (2) One VHF-FM Radio (FM)
- (3) An Intercom System (ICS) for the PIC, SIC, and Pilot Inspector
- (4) The ICS system shall have a keyed capability unless normal conversation can be maintained in the cockpit during flight
- (5) Separate and interchangeable Audio Control systems for the PIC and SIC
- (6) A spare headset with mic within reach of the PIC or Flight Engineer
- (7) A Drop Cord is preferred, but not required, for the Pilot Inspector position
- (8) One Aeronautical Global Positioning System (GPS)
- (9) An Emergency Locator Transmitter (ELT)
- (10) An Automated Flight Following system (AFF)
- (11) An Additional Telemetry Unit (ATU)
- (12) One Mode S Diversity Transponder
- (13) One Altimeter and Automatic Pressure Altitude Reporting system
- (14) A Traffic Advisory System (TAS)
- (15) One RADAR Altimeter

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- (16) A Cockpit Voice Recorder (CVR)
- (17) Two VOR systems
- (18) One Localizer system
- (19) One Glideslope system interfaced to the #1 Localizer
- (20) One Three Light Marker Beacon system
- (21) One DME system unless the GPS is certified and maintained for use in IFR conditions
- (22) Each Magnetic compass shall be calibrated and placarded in no more than 30 degree increments
- (23) ADS-B OUT will be required beginning January 1st 2020

(b) AVIONICS SPECIFICATIONS

All avionics used to meet this agreement shall comply with the following requirements and paragraph (c) *AVIONICS INSTALLATION AND MAINTENANCE STANDARDS*.

(1) Communications systems

Transmitters shall not open squelch on, or interfere with, other AM or FM transceivers on the aircraft which are monitoring different frequencies. Transmit interlock functions shall not be used with communication transceivers.

(i) VHF-AM Radios

VHF-AM radios shall be TSO approved aeronautical transceivers, permanently installed, and operate in the frequency band of 118.000 to 136.975 MHz with a minimum of 760 channels in no greater than 25 KHz increments. Transmitters shall have a minimum of 5 Watts carrier output power.

(ii) VHF-FM Radios

All aircraft approved for fire operations shall use P25 Digital VHF-FM transceivers meeting the specifications of FS/OAS A-19. FM radios used in all aircraft shall be agency approved. FS/OAS A-19 and a list of currently approved FM radios can be found on the following website:

<http://www.nifc.gov/NII/CD/documents.html> . The following requirements shall be met.

- (A) VHF-FM radios shall be aeronautical transceivers, permanently installed in a location that is convenient to the PIC and SIC/observer, and

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operate in the frequency band of 138 to 174 MHz. All usable frequencies shall be programmable in flight. Narrowband and digital operation shall be selectable by channel for both MAIN and GUARD operation. Carrier output power shall be 6-10 Watts nominal.

(B) Transceivers shall have a GUARD capability constantly monitoring 168.625 MHz and have a tone of 110.9 on all GUARD transmissions. Simultaneous monitoring of MAIN and GUARD is required. Scanning of GUARD is not acceptable. Aircraft not approved for Air Tactical operation only require one FM GUARD receiver.

(C) Transceivers shall have the capability of encoding CTCSS sub audible tones on all channels. A minimum of 32 tones meeting the current TIA/EIA-603A standards shall be selectable.

(D) Transceivers shall have the capability to display both receiver and transmitter frequencies. Activation indicators for transmit and receive shall be provided for both MAIN and GUARD operation.

(E) The radio shall use an external broadband antenna covering the frequency band of 138 to 174 MHz (Comant CI-177-1 or equivalent).

(2) Audio Systems**(i) Intercom systems (ICS)**

ICS shall integrate with the aircraft audio control systems and mix with selected receiver audio. An ICS volume control and a “hot mic” capability shall be provided for the PIC and SIC. Passenger volume adjustments shall not affect the PIC. Hot mic may be voice activated (VOX) or controlled via an activation switch. The PIC shall have an isolation capability.

(ii) Audio Control systems**(A) General**

Controls for transmitter selection and independent receiver selection of all required radios shall be provided for each required audio control system. Each system shall have the capability to simultaneously select and utilize a different transceiver. Sidetone shall be provided for the user as well as for cross monitoring by all installed systems. Receiver audio shall be automatically selected when the corresponding transmitter is selected. Receiver audio shall be provided to each position which requires ICS. Aft audio control systems are not required to provide NAV audio.

All required passenger positions shall utilize the SIC/observer's audio control system unless an aft audio control system is installed. Drop cords

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GENERAL REQUIREMENTS

may be used provided MS3112E10-6S type 6-pin connectors are installed adjacent to the required passenger headset jacks and wired for compatibility with an appropriate drop cord (Alpine Aerotech AAL280 series or equivalent).

Audio controls shall be labeled as COM-1, FM-1, AUX, PA etc... as appropriate or as COM-1, COM-2, COM-3, etc... with the corresponding transceiver labeled to match. Audio shall be free of distortion, noise, or crosstalk. The system shall be designed for use with 600 ohm earphones and carbon equivalent, noise cancelling, boom type microphones. All required positions shall have JJ-033 and JJ-034 type microphone and headphone jacks separated by no more than 4 inches. Cockpit speakers shall be sufficiently amplified for use in flight.

Crew positions shall have radio Push-To-Talk (PTT) switches on their respective flight controls or a panel location convenient to the user.

(B) Drop Cord Requirements (when provided)

- (1) Coil cord with sufficient length to provide unrestricted movement according to mission requirements (Minimum 3 feet retracted)
- (2) 6-Pin MS3476L10-6P type connector on the coil cord
- (3) JJ-033 and JJ-034 type headset jacks at the housing
- (4) Large clip
- (5) Volume control
- (6) ICS switch with momentary and lock positions
- (7) Radio PTT switch (only for positions which require radio transmit)

(C) Aft Audio Control systems (when provided)

The audio controller shall be installed in a location that provides the operator unobstructed access to the controls while seated.

(D) Required Audio Control systems

The following audio control systems are required.

- (1) Two separate audio control systems for the PIC and SIC. These shall be identical individual units.

(3) Navigation systems

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GENERAL REQUIREMENTS**(i) Global Positioning Systems (GPS)****(A) Aeronautical GPS**

Each required GPS shall be TSO approved, permanently installed where both the PIC and SIC/observer can clearly view the display, use an approved external aircraft antenna, and be powered by the aircraft electrical system. The GPS shall utilize the WGS-84 datum, reference coordinates in the DM (degrees/minutes/decimal minutes) format and have the ability to manually enter waypoints in flight. The GPS navigation database shall be updated annually covering the geographic areas where the aircraft will operate.

(B) (Reserved)**(C) (Reserved)****(4) Surveillance systems****(i) Emergency Locator Transmitters (ELT)**

Emergency locator transmitters shall be automatic-fixed, installed in a conspicuous or marked location, and meet the requirements detailed in 14 CFR 91.207 (excluding section f). ELT antennas shall be mounted externally to the aircraft unless installed in a location approved by the aircraft manufacturer. TSO C91a or newer ELTs are required. TSO C126 and newer ELTs require documentation of current registration from the national authority for which the aircraft is registered.

(ii) Automated Flight Following systems (AFF)

Automated flight following systems shall be compatible with the government's tracking program (AFF.gov), utilize satellite communications, and use aircraft power via a dedicated circuit breaker. AFF shall be functional in all phases of flight and in all geographic areas where the aircraft will operate. The following additional requirements shall be met.

(A) A subscription service shall be maintained through the equipment provider allowing position reporting via the Government AFF Program. The reporting interval must be every two minutes while aircraft power is on.

(B) AFF equipment must be registered with AFF.gov providing all requested information. Changes to equipment and registration information shall be reported to AFF.gov ensuring the program is current prior to aircraft use. For assistance, the Fire Applications Help Desk (FAHD) may be reached at (866) 224-7677 or (616) 323-1667.

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(C) An AFF operational test shall be performed by the vendor no less than seven calendar days prior to the annual compliance inspection. This test must ensure that the system meets all requirements and is displayed in the AFF viewer with the correct information. A user name and password are required. Registration and additional information are available at <https://www.aff.gov/>. If the aircraft is not displaying properly, the vendor shall notify AFF.gov.

(D) If AFF becomes unreliable the aircraft may, at the discretion of the Government, remain available for service utilizing radio/voice systems for flight following. The system shall be returned to full operational capability within 5 calendar days after the system is discovered to be unreliable.

(E) This clause incorporates the *Specification Section Supplement* available at https://www.aff.gov/documents/Specification_Section_Supplement.pdf as if it was presented as full text herein.

(F) For questions about current compatibility requirements contact the AFF Program Manager by emailing affadmin@firenet.gov.

(iii) Additional Telemetry Unit (ATU)

(A) Additional Telemetry Units must be powered by the aircraft's electrical system and operational in all phases of flight.

(B) The ATU must report tank/bucket open, close, gallons filled, and gallons dropped events with GPS data (Date, Time, Latitude, Longitude, Altitude, Speed, and Heading) following the data format as specified in the AFF JSON requirement at https://www.aff.gov/documents/Json_Specification_Section_Supplement.pdf. Depending on the tank or bucket system, additional data may be requested such as pump on/off and coverage level.

(C) Reserved

(D) The ATU data must be delivered to the government within two minutes from the time of the event and not interfere with any AFF position reports. A subscription service shall be maintained through the AFF or ATU equipment provider allowing AFF position reporting and ATU event data via the Government's application(s).

(E) Calibration event(s) including a fill, open, close, and calculated volume dropped shall be performed no more than seven calendar days prior to the aircraft inspection and shall be provided to the aircraft inspector. The vendor shall verify that the system is properly reporting all

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data correctly, specifically volume based on maximum typical contract load based on environmental conditions, and all GPS information is included per event.

(F) The vendor shall provide a completed Exhibit 4 that clearly describes their ATU system.

(G) The vendor shall verify the data is transmitting and displaying correctly on the ATU provider's website and the Government's application(s) it is required to report to.

(H) If the ATU becomes unreliable, the system shall be returned to full operational capability within 14 calendar days after the system is discovered to be unreliable.

(iv) Transponders

Transponders shall be certified to TSO C-112 and must be Mode S Diversity systems with antennas on top and bottom of the aircraft. Transponder systems shall be tested and inspected every 24 calendar months as specified by 14 CFR 91.413.

(v) Altimeter and Automatic Pressure Altitude Reporting systems

Altimeter, static pressure, and automatic pressure altitude reporting systems shall be installed and maintained in accordance with the IFR requirements of 14 CFR Part 91. These systems shall be tested and inspected every 24 calendar months as specified by 14 CFR 91.411.

(vi) Traffic Advisory Systems (TAS)

Traffic advisory systems shall be TSO approved, use active interrogation, graphically display traffic relative to the aircraft's horizontal position, and provide alert audio to the PICs audio control system. The display shall be within view of the PIC and SIC/observer. The system must provide coverage in all directions above and below the aircraft with a maximum range of at least 10 nautical miles. The display must allow range selection of 2 miles or less, unless the 2 mile display area has a diameter of 2.75 inches or larger.

(vii) Automatic Dependent Surveillance – Broadcast Out (ADS-B OUT)

ADS-B OUT systems must be approved to TSO-C154c or TSO-C166b. Aircraft operating outside of the United States must be equipped with systems approved to TSO-C166b.

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GENERAL REQUIREMENTS**(5) General Systems****(i) RADAR Altimeters**

RADAR altimeters shall be approved, operate from zero to a minimum of 2000 feet AGL and provide the operator an adjustable cursor which enables an altitude low (decision height) annunciation. The altitude low annunciation shall be clearly identified, and in the PIC's primary field of view.

(ii) Cockpit Voice Recorder (CVR)

Cockpit voice recorders shall meet all applicable regulations for standard and transport category aircraft.

CVRs installed in Airtankers shall meet the requirements of 14 CFR 121.359 (a) through (h) and 14 CFR 25.1457 with the Pilot Inspector position recorded on channel four (if unused).

(c) AVIONICS INSTALLATION AND MAINTENANCE STANDARDS

All avionics used to meet this agreement shall comply with the manufacturer's specifications and installation instructions, federal regulations, and the following requirements.

(1) Strict adherence to the guidelines in FAA AC 43.13-1B Chapter 11 "Aircraft Electrical Systems" and Chapter 12 "Aircraft Avionics Systems" as well as FAA AC 43.13-2B Chapter 1 "Structural Data", Chapter 2 "Communication, Navigation and Emergency Locator Transmitter System Installations" and Chapter 3 "Antenna Installation" is required.

(2) All antennas shall be FAA approved, have a Voltage Standing Wave Ratio (VSWR) less than 3.0 to 1 and be properly matched and polarized to their associated avionics system.

(3) Labeling and marking of all avionics controls and equipment shall be understandable, legible, and permanent. Electronic label marking is acceptable.

(4) Avionics installations shall not interfere with passenger safety, space or comfort. Avionics equipment shall not be mounted under seats designed for energy attenuation. In all instances, the designated areas for collapse shall be protected.

(5) All avionics equipment shall be included on the aircraft's equipment list by model, nomenclature, and location.

(6) Avionics systems shall meet the performance specifications of FS/OAS A-24 *Avionics Operational Test Standards*. For a copy of all FS/OAS documents visit <http://www.nifc.gov/NIICD/documents.html>.

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C-8 AIRCRAFT AND EQUIPMENT SECURITY

(a) The security of Contractor provided aircraft and equipment is the responsibility of the Contractor.

(b) Aircraft shall be electrically and/or mechanically disabled/secured by two independent security systems whenever the aircraft is unattended. Deactivating security systems shall be incorporated into preflight checklists to prevent accidental damage to the aircraft or interfere with safety of flight. Security devices that prevent the aircraft from being started do not need to be incorporated into the preflight checklist.

(c) Examples of Unacceptable disabling systems are:

- (1) Locked door/windows; and/or
- (2) Fenced parking areas.

C-9 OPERATIONS

(a) General

Regardless of any status as a public aircraft operation (PAO), the Contractor shall operate in accordance with your approved 14 CFR Operations Specification, all portions of the applicable 14 CFRs and each certification required under the Contract.

After contract award, vendors may request a PAO Notice letter from the Forest Service through the Contracting Officer.

(b) Airtanker Base Requirements

Airtankers shall operate only from the airtanker bases identified for their airtanker type (VLAT, Type 1, etc.) as noted in the NWCG Airtanker Base Directory.

Airtankers shall be capable of being loaded with retardant from the existing pit area with existing pit equipment without supplemental hoses, pumps or other loading equipment.

Physically capable of entering and exiting the existing pit area without additional maneuvering or towing while maintaining wingtip clearances identified in the NWCG Standards for Airtanker Base Operations

The aircraft normal operating weight shall be less than the listed runway, ramp and pit load bearing capacity unless specifically waived or exempted by local agreements.

Due to economic and environmental concerns, aircraft shall only operate from airtanker bases that can offload its maximum offered contract load.

(c) Pilot Authority and Responsibilities

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(1) The PIC is responsible for the safe operation of the aircraft and the safety of its occupants and payload. The PIC has final authority to determine whether the flight can be accomplished safely and shall refuse any flight or landing which is considered unsafe.

(2) Aircraft shall be operated within recommended flight envelope limitations. Aircraft operating in turbulent conditions shall not exceed authorized penetration speeds for the aircraft.

(d) Loading and Refueling

Aircraft shall not be refueled or left unattended with the engines running.

(1) Contractors may propose procedures for hot loading of retardant into their aircraft with supporting information to include a risk based analysis for the Government to consider. Retardant Hot Loading (RHL) is the loading of retardant with one or more propulsion engines running.

(2) Contractors may propose procedures for simultaneous loading of retardant and refueling with supporting information to include a risk based analysis for the Government to consider. Simultaneous loading is the concurrent loading of fuel and retardant with propulsion engines stopped.

(e) Flight Equipment

(See Section J, Exhibit 5)

(f) Flight Plans

A FAA or International Civil Aviation Organization (ICAO) IFR flight plan shall be filed and executed for all resource ordered flights not defined as or intended to be a Mission Flight. IFR flight plans shall be filed prior to takeoff, or if inflight when the resource has been ordered to another location while airborne. Flights must be under ATC control for the duration of flight. VFR flight following shall not be used as a substitute for an IFR flight plan. If an aircraft is unable to operate in IFR conditions, the aircrew must have CO or NATPM approval prior to executing a resource ordered flight to another location.

Flights shall be flown in the most efficient manner while still meeting mission objectives. All flights shall be executed using the following to the max extent possible:

(1) Best altitude/winds aloft.

(2) Most direct route of flight. Requesting direct to destination as soon as able.

(g) Flight Following

Pilots are responsible for flight following with the FAA, ICAO, or in accordance with USFS approved flight following procedures including Automated Flight Following (AFF).

(h) Airtanker Base Rotation

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As identified in FS and interagency policy, airtankers that are not Initial Attack (IA) capable because the pilot is not initial attack rated will not be dispatched to fires unless a Leadplane or Aerial Supervision Module (ASM) is on scene upon the arrival of the non-IA capable airtanker.

(i) Retardant Loading

(1) Airtankers shall normally not be fully loaded with retardant until dispatched to a fire. Contractors may propose partial load configurations and shall provide supporting download information to their COR by end of day. A risk based analysis shall be included for the Government to consider.

(2) Due to the varying weight of retardant the following stipulations must be adhered to:

- a) Airtankers may only carry tank loads less than or equal to their Interagency Airtanker Board approved max tank volume in gallons or contract retardant payload.
- b) They may only carry tank loads less than or equal to the weight totaling max tank volume at 9 lbs per gallon of retardant.
- c) Neither limit may be exceeded. (Loading ceases once the first limit is reached). For example: 3000 gallon retardant tank load x 9lbs per gallon = 27000 lbs. In this example, 3000 gallons and 27000 lbs are the limits that cannot be exceeded. Load totals shall include residual retardant.
- d) Any limitation of weight or volume identified by the Forest Service or in the FAA approved AFMS for the retardant delivery system.

(3) In the event of a cancelled or aborted mission while still on the ground, and if required for maintenance, retardant shall be off-loaded from the aircraft. If off-loading capabilities do not exist, then the load shall be jettisoned in a designated area and cost will be charged to the fire. Contractors shall provide company guidance in their proposal addressing when landing with a partial or full load is acceptable.

(4) In the event of a cancelled or aborted mission after takeoff, the aircrew shall make the final decision as to whether or not the aircraft will land loaded or if a portion or all of the load shall be jettisoned. At any time during an emergency or when adverse conditions make safe landing uncertain the pilot may drop all or part of the load as the pilot deems necessary. If the airtanker is able to land with a full or partial load of retardant, but chooses to jettison the load without proper cause, the Contractor will be charged the cost of the retardant, and any applicable fees. Proper cause for jettison will be determined by the Government. If a load is jettisoned the Contractor shall inform the ATBM and their COR of the jettison and the jettison location.

(5) The PIC is responsible for the weight and balance and shall have the final authority as to the quantity of retardant loaded onto the aircraft. If the PIC decides to use less than a full load of retardant and/or less than 2.5 hours of fuel for a mission flight, the PIC shall document each download and the causal factors for that decision in the Airtanker Daily Status report. This information shall include but is not limited to: time of loading,

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temperature at time of loading, airport and runway in use, and any other factors showing necessity for downloading. The airtanker crew shall also inform the ATBM and the airtanker COR of all downloads that occur.

(6) Retardant that is loaded through the loading hose valve and escapes the retardant tank – either by venting, burping, leaking, or due to the airtanker's loading procedures – by fault of the aircraft or aircrew shall not be reintroduced into the retardant mixing, loading, or storage facilities.

For amounts exceeding one gallon, the PIC must consult with the ATBM on local procedures for cleanup and disposal of the product. Any cost associated with cleanup and/or disposal will be at the expense of the airtanker vendor.

If the ATBM gives authorization, the retardant collected while disconnecting the loading hose from the airtanker and collected in a container may be added to the base off-load tank. Any retardant off-loaded from the airtanker must go into an off-load tank, separate from the mixing, loading, or storage tanks, to be loaded onto the aircraft as soon as the PIC and ATBM deem it safe and appropriate to do so.

(j) Retardant Drops

(1) Qualified Initial Attack Airtanker Pilots (AKI) are authorized to drop retardant on fires without the supervision of a Leadplane (LP) Aerial Supervision Module (ASM), or Air Tactical Group Supervisor (ATGS).

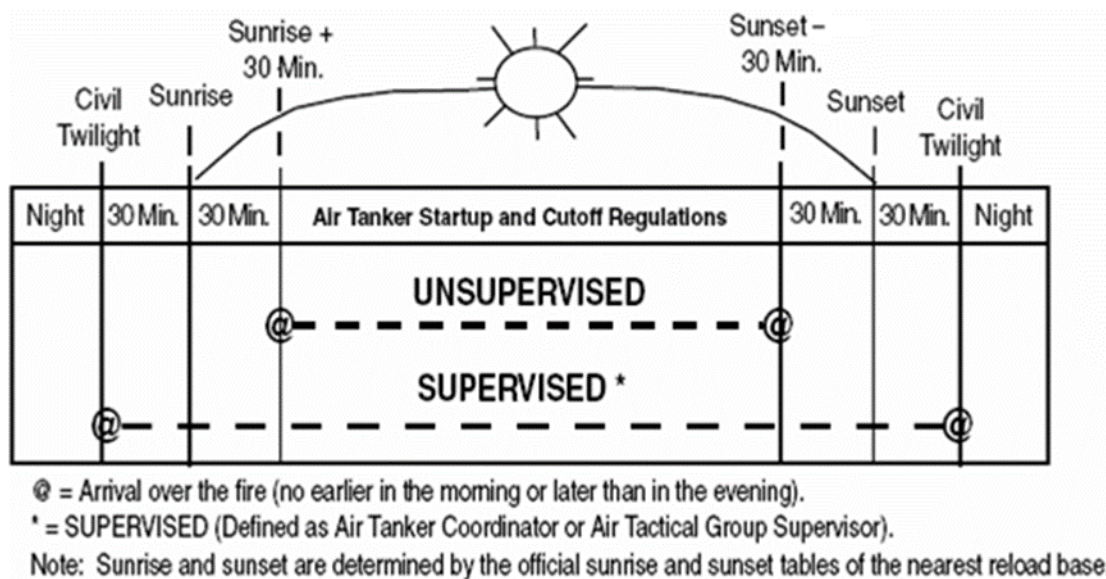
(2) Non-AKI qualified pilots are not authorized to drop retardant on fires unless an LP or ASM is over the fire and supervises the drop.

(3) Retardants shall be dropped as accurately as possible on the designated target areas of the fire. Minimum drop height is for large airtankers is 150 feet above the ground or canopy cover (whichever is higher). Minimum drop height for very large airtankers is 250 feet above the ground or canopy cover (whichever is higher).

(4) Multi-engine airtankers shall be dispatched to arrive over a fire (with no aerial supervision on scene) not earlier than 30 minutes after official sunrise and not later than 30 minutes before official sunset.

Retardant operations will only be conducted during daylight hours. Retardant operations are permitted after official sunset, but must have concurrence by the involved flight crews. In addition, aerial supervision (Lead, ATCO, ASM, or ATGS) must be on scene.

Daylight hours are defined as 30 minutes prior to sunrise until 30 minutes after sunset as noted in the table below. Multi-engine aircraft empty of retardant may fly to assigned bases after daylight hours.

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(5) Airtanker operations over congested areas shall be in accordance with the applicable portions of 14 CFR 137.51 and 137.53

(6) In Alaska, airtankers shall not drop retardant during periods outside of civil twilight.

(7) Airtankers utilized for AKI pilot training while providing services under this contract are required to have a fully operational set of tank opening controls installed on the Second-in-Command (SIC) control yoke for the AKTP. These controls shall be labeled appropriately.

(8) Only crewmembers authorized by the CO and/or the WO Pilot Standardization Branch as essential to the mission are authorized to be aboard an airtanker during dispensing missions.

(k) Additional Crew Members

(1) Only the flight crew identified in the Aircraft Flight Manual as minimum flight crew approved to operate the aircraft shall be on board the Airtanker during actual fire missions.

The only exception shall be the limited authorization of Contractor designated check pilots, Contractor employed airtanker pilots, Leadplane Pilots and trainees, and Government designated technical inspectors. Authorizations for contractor employees shall be on a limited basis and by approval of the Contracting Officer or the WO Pilot Standardization Branch Chief.

Other Government employees will require a written approval from the WO Director of Fire and Aviation prior to flying on an actual fire missions. Persons will be authorized to be on board an airtanker in compliance with 14 CFR Part 91.313 (d).

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Such flights shall be limited to Airtankers having an additional seat (other than the required crew seats) with seat belt, shoulder harness, and intercom connectors.

(2) Only the following personnel with listed qualifications and under the conditions as stated may be authorized as an additional crewmember.

(i) Check Pilot (Contractor)

(A) Shall be qualified as an airtanker pilot or AKC.

(B) FAA type-rated in the aircraft to be flown.

(C) Shall have current designation as a Check Pilot from Contractor.

(D) Shall have current Agency Qualification Card for the aircraft and mission.

(ii) Flight Engineer (Contractor)

(A) Shall have current authorization from Contractor.

(B) Shall have current Agency Qualification Card.

(iii) Authorized Aircraft or Pilot Inspector (Government)

(A) Shall have current authorization from the WO Airworthiness (for Aircraft Inspector) and WO Pilot Standardization Branch Chief (for Pilot Inspector) and Pilot-in-Command before riding in aircraft.

(B) Shall have current authorization from the Contracting Officer.

(iv) Authorized LP Pilot or LP Pilot Trainee (Government)

(A) Shall have current authorization from the WO Pilot Standardization Branch Chief and Pilot-in-Command before riding in aircraft.

(B) Shall have current authorization from the Contracting Officer.

(v) Authorized Initial Attack Training Pilot (Contractor)

(A) Shall be Initial Attack qualified in the aircraft to be flown.

(B) Shall have the following FAA certifications:

- i. Appropriate aircraft type rating
- ii. Current and valid CFI Airplane or
- iii. Designated as an approved company instructor

(vi) The CO in coordination with the National Airtanker Program Manager may authorize personnel for performance of work (i.e. ferry flights) to fly aboard

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airtankers. Contractors shall provide company guidance in their proposal addressing authorized personnel.

(3) Vendor Equipment and Parts Storage

Vendors shall not store support equipment, parts and other materials on government property. Support vehicles and equipment are allowed to be parked on government property during actual maintenance work, but must be removed when the work is completed or as necessary to maintain airtanker base operations.

C-10 CONTRACTOR'S ENVIRONMENTAL RESPONSIBILITIES

(a) The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The Contractor is responsible to clean and rehabilitate areas adversely affected by Contractor activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.

(b) The Contractor is responsible (including cost) for handling and clean-up of fuel, oil, and retardant contamination or spills on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel.

(c) The Government may assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

(d) The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.

(e) The Contractor is responsible for aircraft wash down at airtanker base facilities as needed. Potable and non-potable water will be available at Government airtanker base facilities for contractor's use. If potable and non-potable water is not available at a Government airtanker base facility the Government may approve flight time to a base that does.

C-11 PERSONNEL**(a) Pilot Minimum Background Investigations (MBI)**

Homeland Security Presidential Directive (HSPD) 12 background investigations are no longer required by contract. Flight crew member record checks are required in accordance with 49 USC 44703 and 49 CFR 1544.230, regardless of the type of operation being conducted (parts 91,121,125,133,135,137 or public aircraft). The contractor will request, receive, and evaluate performance and safety related information (as specified by the law and regulation) before allowing any pilot to begin service as a flight crew member under this contract. Records of compliance will be made available for review when requested by the contracting officer or designated government representative.

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GENERAL REQUIREMENTS**(b) Flight Crewmember Approvals**

(1) Flight crewmembers shall submit a completed Airplane Pilot Qualification Application. At the discretion of the Government, crewmembers may be required to complete a competency and mission proficiency check. The check shall be conducted in a government approved contracted aircraft supplied at no expense to the Government.

(2) Upon satisfactory completion of the check, the pilot will be issued an Interagency Pilot Qualification Card documenting the missions each pilot is approved to perform in the aircraft to be flown.

(3) Pilots will be evaluated in accordance with the Interagency Airplane Pilot Practical Test Standard Guide. The most recent guide can be found at:
http://oas.doi.gov/library/handbooks/library/FW_PTS_Approved_Final_2012.pdf

(c) Flight Engineer (FE) – if required

(1) Shall have a current FAA Flight Engineer (FE) Certificate with appropriate rating issued under 14 CFR Part 63 and meet currency requirements of 14 CFR Part 91.529 (b) with a minimum of 5-hours within 60-days prior to the start of contract MAP.

(2) Valid Class II FAA Medical Certificate

(3) Current authorization from Contractor.

(d) Airtanker Second-In-Command (AKC) - Requirements

(1) Commerical Pilot Airplane Certificate with Instrument and Multi-Engine rating.

(2) Valid Class II (or Class I) FAA Medical Certificate.

(3) AKC shall meet requirements of 14 CFR Part 61.55 and 61.56.

(4) Proof of having completed of the NAFA course.

Pilot-In-Command (Airplanes)800 hrs
Pilot hours in the preceding 12-months100 hrs ¹

¹ Or performed as an AKC in the past 12-months on a minimum of 10 dispensing sorties or received a Type rating (or PPE) in the make and model to be flown in the past 12-months. Pilots previously designated as AKC but with a break in performance who have not acted in that capacity during the previous 36-months, shall demonstrate their ability in flight aboard the aircraft to a designated Airtanker Pilot Inspector during the annual pilot approval process.

(e) Airtanker Pilot-In-Command (AKP) Minimum Requirements

(1) Commerical Pilot Airplane Certificate with Instrument rating or an Airline Transport Pilot (ATP) with appropriate Category and Class and an Unrestricted Type Rating for the

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aircraft to be flown.

(2) Valid Class II (or Class I) FAA Medical Certificate.

(3) Proof of completion of annual simulator training in standard operating procedures, Crew Resource Management (CRM), Controlled Flight into Terrain (CFIT) prevention, instrument currency, and emergency procedures. Annual attendance at a professional simulator training center is required.

(4) Proof of completion of the National Aerial Firefighting Academy (NAFA) course every 3 years.

(5) PICs shall meet 14 CFR Part 137.53 congested area requirements. (Pilots not meeting this requirement may be issued an AKP card provided the limitation is noted on the card by the Airtanker Pilot Inspector and a qualified AKI is assigned to every mission).

(6) PICs shall meet the requirements of 14 CFR Part 61.58(a) and instrument currency requirements of Part 61.57(c), (d), or (e) proficiency check, or Part 121 equivalency. Part 121 equivalency may be accomplished in FAR part 142 approved simulator as per 61.57 (a)(3), (b)(2), (c)(1) and (d)(1)(ii), and as per 61.58 (e).

(7) At the CO's or WO Pilot Standardization Branch Chief's discretion, pilot's shall pass a competency and mission proficiency flight check in make and model aircraft, conducted over typical terrain.

(f) AKP Experience

Pilots shall have accumulated the minimum flight hours listed below. Flight hours shall be determined from a certified pilot log. Further verification of flight hours may be required at the discretion of the CO.

Pilot (Total Time) 1500 hrs
Pilot-In-Command (Airplane) 1200 hrs

Pilot-In-Command Breakdown

Time shall be accumulated after the issuance of the type rating
in make and model 25 hrs ¹

Category (airplane) and class (multi-engine) to be flown 200 hrs

Multi-engine aircraft over 12,500 pounds.
Time shall be accumulated after receiving type rating..... 100 hrs ²

During preceding 12-months (Airplanes) 100 hrs ³

Instrument (50-hrs Actual)..... 75 hrs

Night flying to include at least 3 takeoffs and landings to full stop during the 90- days
preceding annual pilot approval in category and class over 12,500 lbs. 100 hrs

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Typical terrain (mountainous and low-level below 1000 ASL)200 hrs

During 60 days prior to annual agency Pilot Inspection

In make and model, to include 5 takeoffs and landings from the left seat5 hrs ⁴

Complete mission training flights by demonstrating and documenting proficiency in dispensing a minimum of two full loads of water to a contractor designated mission training pilot.

(See Section J, Exhibit 19).....2 hrs

Demonstrate dispensing a minimum one full load of water in typical terrain under the observation of an Airtanker Pilot Inspector in the make and model of airtanker(s) to be flown. For AKTPs dispensing loads for the Airtanker Pilot Inspector shall be demonstrated from both the (left) and (right) seat.....as required

1. The 25-hours of PIC required shall have been within the past 36 months with an Unrestricted Type rating in make and model to be flown. Time shall be accumulated after the issuance of the type rating. The time in the make and model to be flown may be reduced under this contract to 10-hours provided the pilot holds or previously held an Initial Attack (AKI) rating and completes training in maneuvers simulating airtanker dispensing operations in the make and model to be flown.
2. Pilots who have flown as SIC in multi-engine airtanker operations may count up to 50% of that time (up to 50 hours) toward the 100-hours PIC requirement (left seat).
3. Or performed as an Airtanker Pilot (AKP or AKI) during preceding 12-months on a minimum of 10 dispensing sorties.
4. Three hours may be credited from an approved simulator that is of the same make and model to be flown. Takeoffs and landings shall be in the actual aircraft.

(g) Initial Attack Captain (AKI) Requirements

Airtankers authorized by FS and interagency policy for initial attack without an ASM/LP shall be authorized to develop AKI pilots.

- (1) Contractors shall submit in writing AKI candidates to the CO.
- (2) Candidates shall be carded as an AKP for the aircraft being flown.
- (3) Candidate shall complete 75-hours flight time on missions with going fires in the past 36-months of which 25-hours shall be as an AKP.
- (4) Candidate shall complete a minimum of 25-missions on active fires under the supervision of an AKTP aboard the aircraft. A qualified LP (or ASM) shall supervise and observe all missions.

Fire missions shall be documented in the pilot's logbook as to date, fire, and identity of

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qualified observer. (Completed mission is defined as separate drops, partial or full loads, and where varying approaches and departures are performed).

(5) Candidates shall identify themselves as an "IA Candidate" to qualified observers when checking in over the fire on each mission.

(6) Candidates shall be evaluated and recommended by three observers who are designated as LP (or ATP) one of whom shall be an Airtanker Pilot Inspector.

(7) An Airtanker Pilot Inspector shall observe one or more missions while on board the aircraft.

(8) Recurrency for qualified AKI. Pilots who have not flown as an AKI within the past 36-months prior to contract award shall complete 5-missions on active fires dropping full loads of retardant (conducted with an AKTP) before being re-certified as an AKI by an Airtanker Pilot Inspector.

(h) Initial Attack Training Pilot (AKTP)

(1) Airtanker operators are responsible for establishing written procedures for accomplishing Initial Attack training requirements during mission operations. A copy of these procedures shall be provided to the WO Pilot Standardization Branch for review and will be considered when approving Initial Attack Training Pilots. A copy of the procedures shall be forwarded to the CO but is not required in the proposal.

(2) Airtanker operators are responsible for nominating Initial Attack Training Pilot(s) within their company. Contractors shall submit in writing eligible candidates offered to be designated as an AKTP to the CO and the WO Pilot Standardization Branch. Candidates must have the following FAA certifications to be considered:

- i. Appropriate aircraft type rating
- ii. Current and valid CFI Airplane or
- iii. Designated as an approved company instructor

(3) Candidates shall be a current AKI with a minimum of 2 years' experience.

(4) Candidate shall demonstrate drop proficiency from the (right) seat of the airtanker to be flown under the observation of an Airtanker Pilot Inspector.

(5) AKTPs may perform the make and model experience requirements from either the (left) and/or (right) seat.

(i) Mechanic

(1) The contractor shall furnish 1 full time mechanic for each aircraft and will be on-duty whenever the aircraft is available. The mechanic shall maintain the aircraft in accordance with requirements specified within this contract. The mechanic shall meet the requirements of 14 CFR Part 43.7(b) or 43.7(c).

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(2) The mechanic shall have 12-months experience in maintaining the category and type of aircraft being maintained.

(3) Mechanics shall have satisfactorily completed a manufacturer's field or line maintenance course for the make and model of aircraft. When a manufacturer's course is no longer available, the contractor may develop an equivalent course. A written syllabus of the contractor's training course must be provided upon request.

Contractors shall submit a list of qualified personnel with their proposal and update the list to the CO 30 days prior to the start of the contractor's first MAP and keep that list current thereafter a personnel changes are made.

C-12 SUSPENSION AND/OR REVOCATION OF PILOT/MECHANIC

(a) Upon involvement in an Aircraft Accident or National Transportation Safety Board (NTSB) Reportable Incident (see 49 CFR Part 830), a pilot will be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

(b) Upon involvement in an Incident-with-Potential as defined under mishaps, a pilot **may** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C-13 RANDOM DRUG TESTING

(a) Contract Clause I-1, Drug-Free Work Place (FAR 52.223-6) (MAY 2001) requires the contractor to maintain a drug free workplace and publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the action that will be taken against employees for violation of such prohibition.

(b) In addition to this policy, contractors shall develop a random drug testing policy. Operators must establish a program designed to help prevent accidents and injuries resulting from the use of prohibited drugs by employees who perform safety sensitive functions (pilots and mechanics). Reference FAA Part 121-135 Appendix I Drug Testing Program, as an example.

(c) An employer shall use or contract with a drug testing laboratory that is certified by the Department of Health and Human Services under the National Laboratory Certification Program.

C-14 SUBSTITUTION OR REPLACEMENT OF PERSONNEL, AIRCRAFT, AND EQUIPMENT

(a) The Contractor may substitute or replace aircraft or equipment equal to or greater than contract awarded performance after receipt of written approval by the CO. The CO may negotiate availability and flight rates for new generation, modernized, or higher performance aircraft or equipment that is IAB approved. The cost of removal and installation of Government-furnished equipment will be negotiated.

(c) When pilots are exchanged or replaced, they shall be qualified and proficient in the special mission and FAA current in the aircraft. Training and familiarization costs, including any required flight time up to 2-hours, shall be accomplished at the Contractor's expense. The CO and/or

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WO Pilot Standardization Branch Chief will determine the necessary amount of flight time up to 2-hours. This is not intended to affect cross shifting of pilots that are familiar with the operating area or to affect approved relief pilots.

C-15 FLIGHT HOUR AND DUTY LIMITATIONS

(a) All flight time, regardless of how or where performed, except personal pleasure flying, shall be reported by each Flight Crewmember and used to administer flight hour and duty time limitations. Flight time to and from the Assigned Base as a flight crewmember (commuting) shall be reported and counted toward limitations if it is flown on a duty day. Flight time includes, but is not limited to: military flight time; charter; flight instruction; 14 CFR Part 61.56 flight review; flight examinations by FAA designees; any flight time for which a flight crewmember is compensated; or any other flight time of a commercial nature whether compensated or not.

(b) Pilots

(1) Flight time will be measured using the information in Section G-2.

(2) Flight time shall not exceed a total of 8-hours per day (except for point-to-point flights as specified in C-14 (b) (8) below.

(3) Pilots accumulating 36 or more flight hours in any 6-consecutive duty-days shall be off duty the next day. Flight time shall not exceed a total of 42-hours in any 6-consecutive days. After any 1-full off-duty day, pilots begin a new 6-consecutive day duty-period for the purposes of this clause, providing during any 14-consecutive day period, each pilot shall have 2 full days off-duty. Days off need not be consecutive. Contractors may propose alternate schemes for crew days off (i.e. 12 on and 12 off, see Section B-7).

(4) Assigned duty of any kind shall not exceed 14-hours in any 24-hour period. Within any 24-hour period, pilots shall have a minimum of 10-consecutive hours off-duty immediately prior to the beginning of any duty day. Local travel up to a maximum of 30-minutes each way between the work site and place of lodging shall not be considered duty time. When one-way travel exceeds 30-minutes, the total travel time shall be considered as part of the duty day.

(5) Duty includes flight time, ground duty of any kind, and standby or alert status at any location.

(6) During times of prolonged heavy fire activity, the Government may issue a notice reducing the Pilot duty day/flight time and/or increasing off-duty days on a geographical or agency-wide basis. **When a notice is issued the government representative will provide a copy of the notice and the procedures for exemptions. Payment for a non-flight day will either be at the daily availability rate or the hourly stand-by rate as applicable.**

(7) Flights point-to-point (airport-to-airport, etc.) with a pilot and co-pilot shall be limited to 10-flight hours per day. (An aircraft that departs "Airport A," flies reconnaissance on a fire, and then flies to "Airport B," is not point-to-point).

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(8) Pilots may be relieved from duty for fatigue or other causes created by unusually strenuous or severe duty before reaching duty limitations.

(9) When pilots act as mechanics, mechanic duties in excess of 2 hours shall apply as pilot flight hours on a one-to-one basis toward flight hour limitations.

(10) Relief, additional, or substitute pilots reporting for duty under this contract shall furnish a record of all duty and all flight hours during the previous 14-days.

(c) Mechanics

(1) Within any 24-hour period, personnel shall have a minimum of 8 consecutive hours off duty immediately prior to the beginning of any duty day. Local travel up to a maximum of 30-minutes each way between the work site and place of lodging shall not be considered duty time. When one way travel exceeds 30-minutes, the total travel time shall be considered as part of the duty day.

(2) Mechanics shall have (two) 2-24 hour time periods off duty during any 14-day period.

(3) Duty includes standby, work, or alert status at any location.

(4) Mechanics may be removed from duty for fatigue or other causes created by unusually strenuous or severe duty before reaching duty limitations.

(5) The mechanic shall be responsible to keep the assigned COR or PI apprised of their ground duty limitation status.

(6) Relief or substitute mechanics reporting for duty under this contract are required to furnish a record of all duty time during the previous 14-days to the ATBM upon arrival for duty.

(7) The Contractor shall furnish 1 full-time mechanic for each aircraft and will be on duty whenever the aircraft is available. The mechanic shall maintain the aircraft in accordance with the requirements specified in this Agreement.

(8) A Mechanic may fly on board their company aircraft for the following reasons:

- (i) Maintenance personnel are only allowed to fly on the aircraft during contract availability when the aircraft is repositioning to another base.
- (ii) If the aircraft is on a fire dispatch mission and is relocating to a new base, the mechanic may be aboard the aircraft for dispensing the first load while enroute to the new base if deemed necessary by the flight crew.

It is the responsibility of the contractor to notify the airtanker base manager at the beginning of each day if scheduled maintenance will necessitate the aircraft being returned to the same base in the evening.

If an aircraft is diverted to another location while airborne without all necessary personnel onboard, it is the responsibility of the Contractor to transport those personnel

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to the new location. If the diverted aircraft returns to the departure airport for personnel retrieval before proceeding to divert, all costs after receipt of divert order until arrival at divert airport is the responsibility of the Contractor. The Contractor shall inform dispatch of the interrupted divert at time of order, and they shall also inform their COR by end of day.

(d) Flight Engineer (if applicable)

(1) Within any 24-hour period, personnel shall have a minimum of 8 consecutive hours off duty immediately prior to the beginning of any duty day. Local travel up to a maximum of 30 minutes each way between the work site and place of lodging shall not be considered duty time. When one way travel exceeds 30 minutes, the total travel time shall be considered as part of the duty day.

(2) Flight time for Flight Engineers shall not exceed a total of 8 hours per day (except for point-to-point flights as specified in C.15(c) (8)).

(3) Flight Engineer shall have (two) 2-24 hour time periods off duty during any 14-day period.

(4) Duty includes standby, work, or alert status at any location.

(5) Flight Engineer may be removed from duty for fatigue or other causes created by unusually strenuous or severe duty before reaching duty limitations.

(6) The Flight Engineer shall be responsible to keep the Government apprised of their flight and ground duty limitation status.

(7) Relief or substitute Flight Engineers reporting for duty under this contract may be required to furnish the Air Tanker Base Manager a record of all duty time during the previous 14-days.

C-16 ACCIDENT PREVENTION AND SAFETY (SEE EXHIBIT 13 – SYNOPSIS OF AVIATION SAFETY PROGRAM)

Note: You shall submit the items required in Exhibit 13 or you may not be awarded a contract.

(a) The Contractor shall furnish the COR with a copy of all reports required to be submitted to the FAA in accordance with 14 CFR that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations. The Contractor will submit an FAA Form 8010-4, Malfunction or Defect Report, or file electronically in the FAA's Service Difficulty Reporting (SDR) system any maintenance deficiency identified in 14 CFR Part 21.3(c), 135.415, 135.417 or as requested by the government for what it considers a significant discrepancy.

(b) Following the occurrence of a mishap, the CO or designated representative will evaluate whether noncompliance or violation of provisions of the contract have occurred.

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(c) The Contractor shall develop, maintain and utilize a Safety Management System (SMS) necessary to assure safety of ground and flight operations. The development and maintenance of these programs are a material part of the performance of the contract. When the CO, in conjunction with the agency Aviation Safety Manager determines the safety programs do not adequately promote the safety of operations, the Government may terminate the contract for default as provided in the Contract Terms and Conditions when factors indicate a lack of compliance. Examples of such termination for default factors are (1) personnel activities, (2) maintenance, (3) safety and risk management, and (4) compliance with regulations.

(d) The Contractor shall fully cooperate with the CO in the fulfillment of this clause. The CO may suspend performance of this contract work, during the evaluation period used to determine cause as stated above. Upon request of the government, the contractor will provide copies of pertinent records and data (CVR, FDR, OLMS, etc).

(e) The **Aviation Safety Communique (SAFECOM)** database fulfills the Aviation Mishap Information System (AMIS) requirements for aviation mishap reporting for the USDA Forest Service and the Department of the Interior agencies. Categories of reports include incidents, hazards, maintenance, and airspace. The system uses the SAFECOM form to report any condition, observation, act, maintenance problem, or circumstance with personnel or the aircraft that has the potential to cause an aviation-related mishap. Contractors are to use this system to report while on contract to the USFS.

The SAFECOM system is not intended for initiating punitive or disciplinary actions and is not to be used for claims or contract evaluation /determination purposes. The goal of the SAFECOM system is to create a reporting culture that encourages open and honest reporting that improves the safety of aviation operations. SAFECOMs should be utilized in tailgate safety sessions, after action reviews, and briefings only after they have been properly managed through the system.

Submitting a SAFECOM is not a substitute for “on-the-spot” correction(s) to a safety concern. It is imperative that safety issues be addressed at the local level as well as being documented in a SAFECOM. SAFECOM managers at all levels may have additional corrective actions and input.

SAFECOM managers at all levels are responsible for protecting personal data and sanitizing SAFECOMs prior to any distribution and/or posting to the public. The SAFECOM system contains Personal Identifiable Information (PII) which is subject to the Privacy Act of 1974, 5 U.S.C. § 552a that must be protected and safeguarded. In the event of an accident, NTSB law 49 CFR 831.11 & 831.13 which respectively, specify certain criteria for participation in NTSB investigations and limitations on the dissemination of investigation information applies.

In order for SAFECOM's to be effective as an accident prevention tool, they must be reported as soon as possible to the agency with operational control of the aircraft at the time of the event. SAFECOMs can be submitted online at www.safecom.gov or via phone at 888-464-7427. Hard copies of the OAS-34/FS-5700-14 form can be faxed to OAS at 208-433-5007; USFS at 208-387-5735 or submitted through the Unit/Forest Aviation Officer.

(e) Contractors Stand-Down or Deactivation

- (1) The Contractor shall immediately notify the Contracting Officer by telephone, followed up with a written notification (email or letter) to the Contracting Officer, when the Contractor implements a stand-down or when the Contractor de-activates any or all of

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the aircraft/fleet that is operating in compliance with this contract. The Contractor's verbal and written notifications shall include all of the tail number(s) for all the effected aircraft, the rationale for the stand-down/deactivation, and the estimated duration of the stand-down or the deactivation.

- (2) The Contractor shall also notify the Contracting Officer by telephone, followed up with a written notification (email or letter) to the Contracting Officer of the planned reactivation date for each of the effected aircraft. The Contractor's verbal and written notifications shall include the tail number(s) of all of the reactivated aircraft, the rationale/corrective action plan (if applicable), and the date(s) of the reactivation(s).
- (3) Once a Contracting Officer has been officially notified of a Contractor implemented stand-down and/or deactivation, the Contracting Officer shall notify the appropriate Government officials accordingly.

C-17 MISHAPS**(a) Reporting**

- (1) While operating under this contract, the contractor must immediately, and by the most expeditious means available, notify the NTSB AND appropriate agency Aviation Safety Manager (ASM) when an "Aircraft Accident" or NTSB reportable "Incident" occurs.
- (2) The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is: 1-888-4MISHAP (1-888-464-7427)

(b) Forms Submission

Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the agency Air Safety Investigator with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

(c) Wreckage Preservation

- (1) The Contractor shall not permit removal or alteration of the aircraft, aircraft equipment, including fuel servicing vehicles (fuel samples), support trailers or vehicles and equipment or records following an "Aircraft Mishap" which results in any damage to the aircraft or injury to personnel until authorized to do so by the CO. Exceptions are when threat-to-life or property exists; the aircraft is blocking an airport runway, etc. The CO shall be immediately notified when such actions take place. Upon request of the government, the contractor will provide copies of pertinent records and data (CVR, FDR, OLMS, etc.) following a mishap.
- (2) The NTSB's release of the wreckage does not constitute a release by the CO, who shall maintain control of the wreckage and related equipment until all investigations are complete.

(d) Investigation

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The Contractor shall maintain an accurate record of all aircraft accidents, incidents, aviation hazards and injuries to Contractor or Government personnel arising in the course of performance under this Contract.

Further, the Contractor fully agrees to cooperate with the USFS during an investigation and make available personnel, personnel records, aircraft records, and any equipment, damaged or undamaged, deemed necessary by the USFS. Following a mishap, the Contractor shall ensure that personnel (Pilot, mechanics, etc.) associated with the aircraft will remain in the vicinity of the mishap until released by the CO.

(e) Related Costs

The NTSB or USFS shall determine their individual agency investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-Contract availability, and return transportation of any items disassembled by the USFS.

(f) Search, Rescue and Salvage

The cost of search, rescue and salvage operations made necessary due to causes other than negligent acts of a Government employee shall be the responsibility of the Contractor.

C-18 PROPERTY AND PERSONAL DAMAGE

(a) The Contractor shall use every precaution necessary to prevent damage to public and private property.

(b) The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agents or employee's fault or negligence. The term "third parties" is construed to include employees of the Government.

(c) The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

(d) The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

(e) Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

(f) The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company,

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certifying that the coverage described in this clause has been obtained and will remain in force through the duration of the contract period.

C-19 PERSONAL PROTECTIVE EQUIPMENT

(a) General

The following personal protective equipment shall be furnished by the Contractor, be operable and maintained in serviceable condition as per appropriate manufacturer's specifications.

(b) Clothing

(1) Contractor personnel while flying shall wear long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material, leather boots and leather, polyamide, or aramid gloves. A shirt with long-sleeves overlapping gloves, and long-pants overlapping boots by at least 2-inches, shall be worn by the pilot(s).

Personnel shall not wear clothing made of non-fire-resistant synthetic material under the fire-resistant clothing described herein.

(2) Nomex® or other material proven to meet or exceed specifications contained in MIL-C-83429A may be worn. Currently, the following "other" materials meet this specification:

(i) FRT Cotton Denim Cloth, MIL-C-24915

(ii) FRT Cotton Chambray Cloth, MIL-C-24916

(3) Clothing not containing labels identifying the material either by Brand Name or MIL-Spec will not be acceptable.

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SECTION D – PACKAGING AND MARKING

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SECTION E – INSPECTION AND ACCEPTANCE**E-1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text may be accessed electronically at these Internet addresses:

<https://www.acquisition.gov/far/index.html>

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

Clause No.	Date	Title
FAR 52.246-4	AUG 1996	Inspection of Services - Fixed-Price

E-2 INSPECTION AND ACCEPTANCE

- (a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and or services to be provided under this Agreement.
- (b) Inspection and acceptance will be performed at the contractor's FAA Certificated Repair Station or other locations as approved by the Contracting Officer.
- (c) Pre-Use Inspection of Personnel and Equipment

Each year prior to use of aircraft and crews covered by this agreement, the Government will conduct pre-use inspections of aircraft for compliance with the specifications and conditions. After award of the agreement and any renewal thereof, an inspection of the contractor's equipment and personnel will be made prior to any use. Inspections may be scheduled by mutual agreement between the Contracting Officer and the Contractor. **Inspection priority and determination of need shall be at the government's discretion.** The inspection will take place at the contractor's FAA Certificated Repair Station, or other locations at the government's discretion. The Airtanker, flight crew, mechanics, and all other contractually required equipment will be made available for inspection as scheduled by the CO.

- (1) The Airtanker, flight crew, mechanics, and all other contractually required equipment will be made available for inspection as scheduled by the CO.
- (2) At the scheduled inspection, the contractor shall provide a complete listing of all FAA ADs and Manufacturer's Mandatory Service Bulletins (MSBs) applicable to the make, model, and series of aircraft being offered. Documentation of compliance to each AD and MSB will include date and method of compliance, date of recurring compliance, and an authorized signature and certificate number will be recorded. The list shall be similar to that shown in AC 43-9c, as amended.
- (3) All components or items installed in the offered aircraft that are subject to specified time basis or schedule (time/calendar life) for inspection, overhaul, or

SECTION E – INSPECTION AND ACCEPTANCE

replacement shall be listed and made available to the Government at time of inspection. The list shall include component name, serial number, service life or inspection/overhaul time, total time since major inspection, overhaul, or replacement and hours/cycles calendar time remaining before required inspection, overhaul, or replacement. The list shall be similar to that shown in AC 43-9c, as amended.

(4) Performance tests, including takeoff, landing, and tactical flying to ascertain that aircraft and pilot meet specifications may be required by the CO and/or the WO Pilot Standardization Branch.

(5) Flight crews shall attend an annual operational safety briefing conducted by the WO Pilot Standardization Branch. This briefing may occur during pilot carding and evaluation.

(b) Pre-Use Inspection Expenses

(1) All operating expenses incidental to the inspection shall be borne by the Contractor.

(2) The Contractor will not be charged for the costs incurred by the Government on the annual pre-use inspection when the inspection occurs at the contractor's FAA Certificated Repair Station, or at other locations identified at the government's discretion.

(c) Re-inspection Expenses

When re-inspection is necessary because Contractor equipment and/or personnel did not satisfy the initial inspection, or when inspecting substitute personnel and/or equipment subsequent to the initial pre-use inspection, the Contractor may be charged the actual costs incurred by the government in performing the re-inspection. Re-inspections will be performed at a time and location mutually agreed to by the Contractor and CO.

(d) Inspections During Use

(1) At any time during the contract period, the CO may require inspections as deemed necessary to determine that the Contractor's equipment and/or personnel currently meet specifications. Government costs incurred during these inspections will not be charged to the Contractor.

(2) Should the inspections reveal deficiencies that require corrective action and subsequent re-inspection, the actual costs incurred by the Government may be charged to the Contractor.

(3) When the aircraft becomes unavailable due to a maintenance deficiency, the Government reserves the right to inspect the aircraft after the Contractor's mechanic has approved the aircraft for return to service. For items covered under 14 CFR Part 135.415 or as requested by a government inspector, the Contractor shall furnish the CO with a completed copy of FAA Form 8010-4, Malfunction or Defect Report.

SECTION E – INSPECTION AND ACCEPTANCE**E-3 AIRTANKER CREW PROFICIENCY FLIGHTS**

If the Pilot-in-Command of the mission crew has not flown the mission aircraft within 21 days, the PIC shall have a currency flight in the mission aircraft prior to executing any flights supporting USFS operations. These are non-revenue flights. Flight time in aircraft other than the mission aircraft will not count towards pilot currency/proficiency. FAA minimums are not a substitute for USFS currency/proficiency requirements. There are no currency requirements for aircraft. These requirements supersede all previous contract language regarding currency/proficiency.

The purpose of this policy is for the mission pilots to attain currency/proficiency in aircraft and CRM skills. The flight shall include but is not limited to:

- A simulated drop, or,
- If the resources required are not available to perform a simulated drop, an instrument approach with a simulated emergency/malfunction shall be flown.

The flight shall be no less than 30 minutes of flight time. Timing shall start once the aircraft is airborne. The 30 minutes of flight time does not include startup, shutdown or taxi time.

Crew scheduling is determined by the vendor with oversight by the WO Pilot Standardization Branch. The ATBM or USFS on-site representative administering this policy is the final authority during real-time operations. If the ATBM cannot resolve the issue, the Regional Fixed-Wing Operations Specialist or shall be contacted for further direction. The WO Fixed-Wing Standardization Pilot or National Airtanker Program Manager will give final determination if the matter cannot be resolved at the regional level.

Expired pilots shall be current and proficient prior to flying operationally. If a crewmember becomes current but does not feel they are proficient, it is their responsibility to:

- Remove themselves from flight duties until proficiency is achieved.
- Inform the ATBM and the COR.

If a crew is expired they are unavailable until they are current and proficient. If a crew is performing training flights and is unable to respond to an order they will be charged unavailability for the entire duration of the training flight. National Rotation Policy applies to these flights if aircrew is unavailable and operations are underway. If a crew regains currency and no active operations are underway the aircraft may maintain their prior position in rotation at the ATBM's discretion.

E-4 AIRCRAFT SECURITY INSPECTIONS

Following a security incident involving the aircraft, or upon direction of the Contracting Officer or Government official responsible for security where the aircraft is operating the contractor will submit to a security inspection of the aircraft. The aircraft will not return to operational use until the security inspection has been completed. No availability will be deducted during this period.

SECTION F – DELIVERIES OR PERFORMANCE**F-1 CLAUSES INCORPORATED BY REFERENCES (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text may be accessed electronically at these Internet addresses:

<https://www.acquisition.gov/far/index.html>

Clause No.	Date	Title
FAR 52.242-15	AUG 1989	Stop Work Order

F-2 PERIOD OF PERFORMANCE (AGAR 452.211-74) (FEB 1988)

The Period of Performance is outlined in the schedule of items.

F-3 CONTRACT AND PERFORMANCE PERIODS**(a) Mandatory Availability Period**

(1) The MAP shall begin on the date stipulated in the Schedule of Items. The MAP start date may be adjusted plus or minus 5 days after the first year of award.

(2) Failure to provide the **offered aircraft** at the start of the MAP can result in **Termination**. This decision is at the sole discretion of the government.

(3) The aircraft and pilot shall be ready to commence normal operations at 9:00 a.m. local time or such time as stipulated by the Government during the MAP.

(b) Daily Availability Requirement

(1) Equipment. During the MAP, Airtankers shall be stationed and remain fully operational at their Assigned Work Location (AWL). Airtankers shall have stand-alone operational capability, no external ground support equipment units (ground power units, aircraft tugs, air stairs, or similar aircraft support equipment/units necessary to operate the aircraft) to be considered available. If a contractor desires external ground support equipment (GSE) units to be used, it is their sole responsibility to ensure external GSE units are available for their aircraft, and that personnel operating the external GSE units are properly trained to operate the external GSE unit being used. Government personnel shall not move or operate contractor or other external GSE units. The government is not responsible for any costs related to external GSE unit use. For Unavailability, reference F-3(4)."

(2) Personnel. Each day, Contractor's flight crew shall be in one of the following conditions of availability:

(i) Standby

(A) Personnel shall be on standby during the hours stipulated each day by the CO. The first 9-hours of standby will be considered the base or normal standby hours. During this time, the aircraft shall be able to

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respond to a dispatch within 15-minutes. Delays caused by local air traffic, FAA flight planning and filing for extended dispatches, taking on additional fuel for extended dispatches, preparation for flights into instrument conditions, proficiency flights, and other causes beyond the pilot's control will not be considered a part of the 15-minutes.

(B) Standby is not required during the MAP when the pilot is off duty under the Flight and Duty Limitations.

(ii) Extended Standby. Hours of standby in excess of the first 9-hours may be ordered by the CO, COR or airtanker base manager but shall not exceed 14-hours for all contract personnel.

(3) Authorized Breaks

(i) With prior approval from the CO the aircraft may be released from standby for scheduled or preventative maintenance and the Contractor will continue to be paid the availability rate. The Contractor shall provide a reasonable Estimated Time of Completion (ETOC) not to exceed 60 minutes with the request for an authorized break. Approval to remove the aircraft from standby will be wholly discretionary by the Government.

(ii) When responding to a dispatch and an unscheduled maintenance discrepancy occurs, the Contractor will repair the discrepancy and contact the Government once the aircraft has been returned to service. A Government Aviation Maintenance Inspector (AMI) will be responsible for returning the aircraft to contract availability. If the return to service is reported within 30-minutes from the time of the original unscheduled maintenance discrepancy (and the aircraft is subsequently returned to availability by an AMI) no unavailability will be assessed. The discrepancy shall be reported to the base manager to notify the AMI.

(iii) Upon advance approval of the COR or airtanker base manager, crews may be released from standby at the assigned work location and service will continue to be recorded as available (this will constitute a duty day). When released during the duty day, crews shall inform the CO how they may be contacted should a recall be needed.

(iii) Further, if the aircraft is not scheduled for availability, it may be removed at the contractor's expense from the operating base for maintenance, provided the Contractor:

(A) Obtains permission from the CO in advance for taking the aircraft out of service; and

(B) Follows the availability schedule set forth by the Government; and

(C) Uses the aircraft only for maintenance test flights or ferry to and from the maintenance facilities, unless the CO specifically approves other use.

(4) Unavailability

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(i) The offered aircraft is unavailable whenever the aircraft or pilots are not in condition to perform. The contractor shall report any mechanical breakdown, and any maintenance deficiencies that would result in the aircraft becoming unavailable.

(ii) Unavailability status will continue until the cause of the failure is corrected. The Contractor shall inform the COR whenever the Airtanker and crew are back in service and ready to return to standby/availability.

If consistent failures to respond to airtanker dispatch occur, the CO retains the right to require functional flights at the Contractor's expense.

(iii) When the aircraft becomes unavailable due to mechanical breakdown, the Government reserves the right to inspect the aircraft after the contractor's mechanic has approved it for return to service. The Contractor shall contact a Government authorized Aircraft Maintenance Inspector following a return to service to review the work that was done. A "Return to Contract Availability" may or may not be issued by the Government.

(iv) After each contract year has begun, the Government may exercise its right to termination for default if there is unavailability in excess of three (3) full consecutive contract days or an accumulation of seven (7) percent of the total days in the current Mandatory Availability Period and Post-Season Periods.

(v) If the aircraft is having maintenance issues that can only be observed or checked by a mechanic during flight, the aircraft will be placed in a condition of unavailability so that a maintenance functional flight can be performed.

(vi) If an aircraft gets dispatched from one base to another and upon landing the aircraft becomes unavailable for a mechanical deficiency the aircraft may continue to collect availability for two hours or the remainder of the day's availability whichever is greater.

F-4 POST SEASON USE PERIOD

The Government may, at its option, order service on a day to day basis during the 30-day calendar period following the MAP. The contractor is obligated to perform in accordance with the terms and conditions of this contract within 24-hours of call-up.

F-5 OPTIONAL USE PERIOD

The Government may order service on a day to day basis anytime outside the MAP and Post Season periods. This service is subject to acceptance by the contractor.

SECTION G – CONTRACT ADMINISTRATION DATA**G-1 PAYMENT PROCEDURES**

(a) All FS-6500-122's will be electronically packaged and submitted through the Aviation Business System (ABS) for payment processing. Payments will be made semi-monthly for services approved. The 122's will be "bundled" every 2-weeks and sent to the vendor electronically for approval for submission through the ABS system and electronically forwarded to Albuquerque Service Center (ASC) for payment. The 122's processed during the first half of the month will be processed for payment on or about the 16th and those accumulated during the last half of the month will be processed on or about the 1st of the following month.

(b) Preparation for access and use of ABS requires a USDA e-authentication username and password. Instruction for e-authentication and training for your ABS role is now available on the Internet at <http://www.fs.fed.us/business/abs/training.php>.

(c) Upon completion of the MAP or any extension thereof, final payment will not be made until all Government-furnished property has been returned and a Contract Release form has been completed. The final Flight Use Report payment will be accompanied by the completed Contract Release and Transfer of Property Form.

G-2 FLIGHT TIME MEASUREMENT

(a) Flight time will be measured "block to block".

(b) If mechanical problems are encountered during flight and the mission cannot be continued, the aircraft is considered to be unavailable upon landing. Flight time will continue to be paid to the assigned work location, or the contractor's maintenance facility, whichever is closest.

G-3 PAYMENT FOR FLIGHT

(a) The Government does not guarantee any flight time.

(b) Flight time will be paid "block to block". Flight time will begin when aircraft starts its roll from the pit on an ordered flight and ends when aircraft has taxied to parking, loading, refueling, or warm-up operations areas and has stopped. Flight time consists of a clock time duration not to exceed the time the aircraft leaves the "blocks" with the intention of an ordered flight to its return to the blocks following an ordered flight.

(c) No payment will be made for flights when the load of retardant is accidentally or carelessly dropped on non-target areas. In addition the cost to the Government of the lost load of retardant will be charged to the contractor and deducted from payments due.

(d) If a dispatch is cancelled after 2-engines are operating, or if ordered for repositioning to or from the retardant loading area (i.e. changes in rotation, going on day off, returning from day off, or refueling out of pit area, or for any needed ramp maintenance) payment will be made at 1/10th of the flight rate and coded appropriately.

(e) Payment for flight time will be made only when flight is properly ordered through the dispatch system on a resource order from Resource Ordering Status System (ROSS). Proficiency flights will be ordered by the CO.

SECTION G – CONTRACT ADMINISTRATION DATA

(f) Payment will not be made for flights for the benefit of the contractor such as maintenance tests flights, ferrying to and from maintenance facilities, required flight following engine change, or transportation of contractor's support personnel.

G-4 PAYMENT FOR AVAILABILITY/UNAVAILABILITY

(a) Payment of availability will be made at the applicable daily rate in the Schedule of Items and will be recorded in ABS as appropriate.

(b) The Government will pay daily availability as specified in the Schedule of Items. The maximum amount of availability to be earned per day is the daily availability offered amount.

(c) Daily Availability will be computed for aircraft and crewmembers will be ordered, measured, and recorded each day by 14 hour increments (maximum 14-hours).

(d) The awarded daily availability rate shall include all fixed and variable costs (depreciation, salaries, overnight allowances, overhead, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributed to actual flight except for extended standby.

(e) Periods of unavailability will be accumulated for the day and posted on the Flight Use Invoice as actual clock unavailability. This amount shall be subtracted from the 14 hours of scheduled duty; availability will be paid for the remainder.

G-5 PAYMENT FOR EXTENDED STANDBY

During the period where the flight crew is required to be on standby beyond the first 9 hours of required duty day, the Contractor will be paid at an hourly rate (rounded-up to the next full hour) specified in the Schedule of Items for each authorized flight crew member, plus two maintenance crew members. Ordered Standby will be recorded in ABS in whole hours.

G-6 REIMBURSEMENT FOR MOBILIZATION AND DEMOBILIZATION COSTS

(a) Outside the MAP, the Contractor will be reimbursed for reasonable mobilization and demobilization costs to and from the AWL.

(b) Payment will be made for ordered ferry flights.

G-7 PAYMENT FOR OVERNIGHT ALLOWANCE (PERSONNEL)

(a) (Lower 48) Overnight allowances or Remain-Over-Night (RON) will not be paid under this contract. Overnight allowances shall be included in your daily availability rate for each aircraft offered for all Contractor personnel working under this contract.

(b) (Alaska) The Contractor will be paid the difference between Conus, Standard Rate and Alaska per diem/lodging (for the location) for each crewmember.

SECTION G – CONTRACT ADMINISTRATION DATA**G-8 MISCELLANEOUS COSTS TO THE CONTRACTOR**

- (a) Housing, subsistence, ground transportation, air stairs, GPU's and other expenses will be the responsibility of the Contractor or its employees at the AWL. On a time available basis, the government may assist with this process.
- (b) The Government will reimburse the Contractor for any airport use costs the Contractor is required to pay when ordered to operate from an airport such as airport landing fees, tie-down charges, or other similar type costs. Itemized receipts may be requested by the CO.
- (c) Miscellaneous unforeseeable costs not recovered through the contract payment rates and that are the direct result of ordered service may be reimbursed at actual cost if approved by the CO.
- (d) The Airtanker Base Managers will provide meals, ice, and drinks at the Government's expense when necessary to sustain firefighting operations. At cooperator bases, meals will be provided in accordance with local policy.

G-9 PAYMENT FOR FUEL – US GOVERNMENT AIR CARD PROGRAM

Payment for fuel under the AIR Card Program will be in accordance with Exhibit 12, US Government AIR Card Fuel Program. All contractor paid fuel using a secondary means (when the DLA card is not accepted) shall be reimbursed by the Government using the ABS system. See Exhibit 12 for detailed requirements for Air Card use.

G.10 EXTENDED STANDBY ADJUSTMENT

- (a) The extended standby rate will be reviewed on an annual basis to ensure compliance with the Service Contract Act and an adjustment will be made if needed. The extended standby rate will be computed by taking the minimum wage rate from the Department of Labor Wage Determination (current at that time), for Nationwide Pilot, times 1.5 plus 20% for benefits, overhead and profit (the rate will be rounded to the nearest dollar). If needed, adjusted rates will become effective annually on February 16 of each year.
- (b) Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

G.11 CONTRACTING OFFICER REPRESENTATIVE

Airtankers will be annually assigned an administrative Contracting Officer Representative (COR) for contract management oversight. The COR will provide day-to-day oversight management, tracking, and process payments. Additional Project Inspectors (PIs) may also be assigned to assist with oversight at primary operating locations. The COR or PI on location will verify aircraft status with the contractor and communicate all dispatches to the designated company representative. The COR may not be on site at all times.

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SECTION I – CONTRACT CLAUSES**H-1 CONFIDENTIALITY OF INFORMATION (AGAR 452.224-70) (FEB 1988)**

(a) Confidential information, as used in this clause, means -

- (1) Information or data of a personal nature, proprietary about an individual, or
- (2) Information or data submitted by or pertaining to an organization.

(b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.

(c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

(d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.

(f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing within the 45 day period, the Contractor may proceed with disclosure. Disagreements not resolved by the Contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.

(g) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

(h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

H-2 POST AWARD CONFERENCE (AGAR 452.215-73) (NOV 1996)

A post award conference with the successful offeror(s) is required and will be held in Boise, ID within 45 days after the date of contract award.

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SECTION I – CONTRACT CLAUSES**H-3 COMMERCIAL FILMING AND VIDEOTAPING**

In accordance with 36 C.F.R. Part 251 and U.S. Forest Service Manuals 1600 and 2700 all commercial filming or videotaping (e.g., filming for feature films, reality shows, documentaries, television specials, etc.) on National Forest System lands requires the filming entity to apply for, and obtain, a special use authorization prior to the start of any filming, or associated activities, on National Forest System lands. This requirement is applicable to filming directly by contractors and is also applicable to filming of contractors of the U.S. Forest Service while on National Forest System lands.

Any filming, or associated activities, occurring on National Forest System lands pursuant to a properly acquired special use authorization may be limited or prohibited during a fire fighting or incident support situation at the discretion of the Incident Commander.

All contractually required recorded data, and images and voice data collected or stored from radios, sensors, phones, cameras or other audio and image recording devices are the property of the of the USDA Forest Service while on contract.

This will include but not be limited to, Additional Telemetry Units, Automated Flight Following, and Operational Loads Monitoring data and data collected or stored from EO/IR sensors, any cameras, radios or other audio and video recording devices owned by the contractor, contractor representatives or the Forest Service. Use of the audio and image data outside of the scope of the contract is prohibited unless authorized in writing by the contracting officer.

H.4 DAILY REPORTING REQUIREMENTS

A flight crewmember from each CLIN shall submit data to the National Interagency Coordination Center (NICC) at the close of each work day. The NICC will provide a means of receiving this data that can be accessed via internet or handheld mobile devices on the following website:

https://docs.google.com/forms/d/1fjhn3h3Jl-4D04c_SiOIOsrXUD2FQJOHjWleFtKG3Vo/viewform.

The data will include the date, location of aircraft, aircraft status, estimated time of return to availability if unavailable, flight time for the day, sorties flown, gallons dispensed, and any remarks.

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SECTION I – CONTRACT CLAUSES**I-1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This agreement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far/ and www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.202-1 Definitions (NOV 2013)
- 52.203-3 Gratuities (APR 1984)
- 52.203-5 Covenant Against Contingent Fees (MAY 2014)
- 52.203-6 Restrictions on SubContractor Sales to the Government (SEP 2006)
- 52.203-7 Anti-Kickback Procedures (MAY 2014)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
- 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (APR 2014)
- 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)
- 52.204-12 Data Universal Numbering System Number Maintenance (OCT 2016)
- 52.204-13 System for Award Management Maintenance (OCT 2016)
- 52.204-14 Service Contract Reporting Requirements (OCT 2016)
- 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016)
- 52.204-22 Alternative Line Item Proposal (JAN 2017)
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)
- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
- 52.210-1 Market Research (APR 2011)
- 52.215-2 Audit and Records – Negotiation (OCT 2010)
- 52.215-8 Order of Precedence--Uniform Contract Format (OCT 1997)
- 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)
- 52.219-8 Utilization of Small Business Concerns (NOV 2016)
- 52.219-9 Small Business Subcontracting Plan (NOV 2016) (*Applicable if > \$700,000*) Alternate II (JAN 2017)
- 52.219-14 Limitations on Subcontracting (JAN 2017)
- 52.219-16 Liquidated Damages --Subcontracting Plan (JAN 1999)
- 52.219-28 Post-Award Small Business Program Representation (JUL 2013)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-4 Contract Work Hours & Safety Standards Act – Overtime Compensation (MAY 2014)
- 52.222-21 Prohibition of Segregated Facilities (APR 2015)
- 52.222-26 Equal Opportunity (SEP 2016)
- 52.222-37 Employment Reports Veterans (FEB 2016)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
- 52.222-41 Service Contract Labor Standards (MAY 2014)

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 Exclusive Use Next Generation 3.0 Airtanker Services

U.S. Forest Service
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- 52.222-43 Fair Labor Standards Act and Service Contract Act--Price Adjustment (MAY 2014)
- 52.222-50 Combating Trafficking in Persons (MAR 2015)
- 52.222-54 Employment Eligibility Verification (OCT 2015)
- 52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015)
- 52.223-2 Affirmative Procurement of Biobased Products under Service and Construction Contracts (SEP 2013)
- 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997)
Alternate I (JUL 1995)
- 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)
- 52.223-6 Drug-Free Workplace (MAY 2001)
- 52.223-11 Ozone-Depleting Substances & High Global Warming Potential
Hydrofluorocarbons (June 2016)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- 52.223-20 Aerosols (June 2016)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- 52.227-1 Authorization and Consent (DEC 2007)
- 52.227-2 Notice and Assistance Regarding patent and Copy Right Infringement (DEC 2007)
- 52.228-5 Insurance- Work on a Government Installation (JAN 1997)
- 52.229-3 Federal, State, and Local Taxes (FEB 2013)
- 52.232-1 Payments (APR 1984)
- 52.232-8 Discounts for Prompt Payment (FEB 2002)
- 52.232-9 Limitation on Withholding of Payments (APR 1984)
- 52.232-11 Extras (APR 1984)
- 52.232-17 Interest (MAY 2014)
- 52.232-23 Assignment of Claims (MAY 2014)
- 52.232-25 Prompt Payment (JULY 2013)
- 52.232-33 Payment by Electronic Funds Transfer – System for Award Management (JUL 2013)
- 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
- 52.233-1 Disputes (MAY 2014)
- 52.233-3 Protest after Award (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- 52.237-3 Continuity of Services (JAN 1991)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.243-1 Changes--Fixed-Price (AUG 1987)--Alternate I (APR 1984)
- 52.244-6 Subcontracts for Commercial Items (NOV 2017)
- 52.245-1 Government Property (JAN 2017)
- 52.245-9 Use and Charges (APR 2012)
- 52.246-25 Limitation of Liability-Services (FEB 1997)
- 52.247-21 Contractor Liability for Personal Injury and/or Property damage (APR 1984)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (APR 2012)
- 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)
- 52.253-1 Computer Generated Forms (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

- 452.237-75 Restrictions Against Disclosure (APR 2005)

PART II – CONTRACT CLAUSES
SECTION I – CONTRACT CLAUSES**I-2 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-9) (OCT 2018)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

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(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

I-3 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9)(MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

I-4 AFFIRMATIVE PROCUREMENT OF EPA DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (FAR 52.223-17) (AUG 2018)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site. The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> .

I-5 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
Aircraft Pilot, GS-11	\$36.94

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Aircraft Second-In-Command, GS-11	\$36.94
Aircraft Flight Engineer, GS-11	\$36.94
Aircraft Mechanic, WG-12	\$33.58
Aircraft Mechanic, Junior, WG-10	\$30.47
Aircraft Mechanic, Helper, WG-5	\$21.42
Aircraft Servicer, WG-7	\$25.27
Laborer, WG-2	\$15.57

I-6 PROPERTY AND PERSONAL DAMAGE

(a) The Contractor shall use every precaution necessary to prevent damage to public and private property.

(b) The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agents or employee's fault or negligence. The term "third parties" is construed to include employees of the Government.

(c) The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

(d) The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

(e) Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

(f) The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained and will remain in force through the duration of the contract period.

I-7 EMPLOYMENT ELIGIBILITY VERIFICATION (FAR 52.222-54) (OCT 2015)

(a) Definitions. As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

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(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after

November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States”, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

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- (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
 - (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
- (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is

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excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

- (1) Is for—
 - (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - (ii) Construction;
- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.

I-8 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS (452.209-71) (ALTERNATE 1) (FEB 2012)

(a) This award is subject to the provisions contained in the Consolidated and Further Continuing Appropriations Act, 2015 (P.L. No. 113-235), Division E, Title VII, Sections 744 and 745 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

- (1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

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(2) has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434.

**I-9 ATTACHMENTS TO STATEMENTS OF WORK/SPECIFICATIONS
(AGAR 452.211-73) (FEB 1988)**

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

I-10 INSURANCE COVERAGE (AGAR 452.228-71) (NOV 1996)

Pursuant to FAR clause 52.228-5, Insurance-Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) General Liability. The Contractor shall have bodily injury liability insurance coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy.

The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

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EXHIBIT 1- -BASIC AIRCRAFT EQUIPMENT AND FIRE EQUIPMENT

J.1 LIST OF EXHIBITS

EXHIBITS

EXHIBIT 1 BASIC AIRCRAFT EQUIPMENT AND FIRE EQUIPMENT
EXHIBIT 2 STRUCTURAL INTEGRITY PROGRAM
EXHIBIT 3 RESERVED
EXHIBIT 4 ADDITIONAL TELEMETRY UNIT SYSTEM DESCRIPTION
EXHIBIT 5 FLIGHT EQUIPMENT
EXHIBIT 6 FIRST AID KIT AERONAUTICAL
EXHIBIT 7 SURVIVAL KIT – AERONAUTICAL (LOWER 48 AND ALASKA)
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EXHIBIT 9 LOAD SCHEDULE CHART
EXHIBIT10 AIRTANKER BASES
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EXHIBIT12 AIR CARD PROGRAM
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EXHIBIT15 DEPARTMENT OF LABOR WAGE DETERMINATION
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EXHIBIT19 AIRCREW TRAINING FORM
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EXHIBIT 23 OFFERED AIRCRAFT CHARTS (PROPOSAL SUBMITTALS)
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EXHIBIT 1- -BASIC AIRCRAFT EQUIPMENT AND FIRE EQUIPMENT

EXHIBIT 1 – BASIC EQUIPMENT AND FIRE EQUIPMENT

Aircraft shall be configured with the equipment required by 14 CFR and approved for make and model furnished. In addition, the following equipment will be required:

- (a) The aircraft shall have one or more independently switched white strobe light(s) mounted on top of the aircraft or otherwise visible from above. A strobe light with a combination white and red lens is acceptable.
 - (b) G-meter installed in pilot panel.
 - (c) Seat belts and shoulder harnesses shall meet the requirements of 14 CFR Part 25.
 - (d) The fire extinguisher shall be mounted in a manner readily available to all flight crewmembers. The fire extinguisher shall comply with National Fire Protection (NFPA) #10 "Standards for Portable Fire Extinguishers". The fire extinguisher shall have a minimum rating of: 5BC.
 - (e) First Aid Kit – Aeronautical. (See Exhibit 6)
 - (f) Survival Kit – Aeronautical. (See Exhibit 7)
 - (g) Cockpit checklist and flight publications to operate Visual Flight Rules and IFR in **contiguous 48 states**. (See Exhibit 5)
 - (h) Operational Load Monitoring (OLM) equipment. (See Exhibit 2)
 - (i) Aircraft Markings. (See Exhibit 8)
 - (j) Retardant Tank(s)
 - (1) Retardant tanks shall be capable of being filled in conformity with the certified retardant load through 3-inch diameter single or dual kamlock fittings on both sides of the aircraft or from the tail at a minimum fill rate of 400 gallons per minute.
 - (2) Contractor shall maintain the tanking system in accordance with STC and the current IAB approval.
- All retardant tanks shall have a Quantity indicator to accurately measure retardant capacity to measure contract loads. This will be readily available to loading crews and/or aircrew members during retardant loading.
- (k) Copy of the awarded contract with all amendments.

SECTION J – LIST OF ATTACHMENTS**EXHIBIT 2 – STRUCTURAL INTEGRITY PROGRAM****EXHIBIT 2 – STRUCTURAL INTEGRITY PROGRAM****General**

This exhibit defines the Structural Integrity Program (SIP) requirements for airtankers evaluated and awarded under this contract. The Contractor shall have an established SIP to manage their aircraft including predicting and preventing catastrophic failure including fatigue separations.

Requirements

The Contractor shall have established a comprehensive SIP. As a minimum, the program will include the following:

(a) General

(1) The aircraft shall have been FAA Type Certificated in the Standard or Restricted Category under 14 CFR Part 25 at Amendment level 25-45 or later or has met the requirements of Amendment 25-45.

(i) If Restricted Category, it must be approved for the Special Purpose Operation of Forest and Wildlife Conservation, Aerial Dispensing of Liquids IAW FAA Order 8110.56, paragraphs 3-5, 3-6, and 5-5.

(ii) If Standard Category, it must have an approved STC for the Airtanker Configuration, or the Special Purpose Operation of Forest and Wildlife Conservation, Aerial Dispensing of Liquids.

(2) The Certification Basis for US Military derived Restricted Category aircraft certificated under 14 CFR 21.25 must include documentation of an FAA Approved complete airframe baseline (original certificated usage, civil or military) evaluation for Damage Tolerance and Fatigue to 14 CFR 25.571 at Amendment 25-45 or later or has met the requirements of Amendment 25-45.

(3) The Certification Basis for foreign aircraft certificated under 14 CFR Part 21.29 must include documentation of an FAA Approved complete airframe baseline (original certificated usage) evaluation for Damage Tolerance and Fatigue to 14 CFR 25.571 at Amendment 25-45 or has met the requirements of Amendment 25-45.

(4) The aircraft shall have an FAA approved maintenance and inspection program developed and fully implemented for use as an Airtanker and shall be in compliance with that program and have complete records for airframe, engines and components certifying compliance with maintenance and all applicable 14 CFR requirements, all manufacturer's SB's applicable to the aircraft in its airtanker usage / firefighting usage and FAA Airworthiness Directives. Each mandatory component retirement, replacement or overhaul time shall be incorporated and adhered to as specified in the OEM Airworthiness Limitations Section or equivalent OEM document.

(5) The contractor's program must include or have incorporated all recommended and/or required manufacturer programs such as Structural Inspection Documents (SID), Supplemental Structural Inspection Documents (SSID), Electrical Wiring Interconnection Systems (EWIS) and Fuel Tank System Inspection Program, Corrosion Prevention and Control Programs (CPCP), as applicable. The CPCP program shall be revised to include dispositioning of retardant impingement in the form of leakage, spilling or spray from the

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tank or vents which allows retardant to accumulate on internal airframe structure, plumbing, wiring, or any aircraft components.

(6) All modifications to the aircraft which change the configuration to the firefighting role must have been approved by the OEM or FAA approved by STC.

(b) Manufacturer support and FAA Standards for Maintenance.

(1) The Contractor shall obtain documentation of Manufacturer or Design Approval Holder (DAH) support (or FAA equivalent) for maintenance and engineering support of the original aircraft while under contract to the US Forest Service.

(2) Aircraft shall have incorporated and complied with all requirements of the currently approved MSG-3 formulated maintenance and inspection program as a baseline for the aircraft if one exists.

(c) Contractor's Airworthiness Organization and Authority.

(1) The Contractor will have their FAA approved Part 145 Certified Repair Station with Class or limited airframe and engine rating(s) for the aircraft offered, providing for the maintenance and inspection of their aircraft.

(2) All maintenance and inspections conducted will be performed under the authority of the contractor's FAA Part 145 Certified Repair Station (CRS).

(d) Fatigue and Damage Tolerance evaluation and Airworthiness Limitations Section.

(1) Documentation of a FAA Approved complete Airtanker usage evaluation of the aircraft (the whole airframe and tank installation) for Damage Tolerance and Fatigue to 14 CFR 25.571 at Amendment 25-54 or later. The evaluation shall identify the loads, internal and external, to which the fatigue critical structure (FCS), as defined in 14 CFR 26.41 or principal structural elements (PSE's) will be subjected to in the firefighting mission. Determine the impact of firefighting missions to the baseline structure inspection program. Baseline structure means structure that is designed under the original type certificate or amended type certificate for that airplane model and includes former military aircraft as originally designed, manufactured, and delivered by OEM. In addition to all documentation above a FAA 8110-3 **"Statement of Compliance with Federal Aviation Regulations"** Form stating in the **"Purpose of Data"** block that it is for *"the Fatigue and Damage Tolerance evaluations for the aerial dispersion mission usage"* and that in the **"Specific Requirements"** block references 14 CFR 25.571 Amendment 25-54 or later.

(i) Provide a table for each aircraft offered by N number / serial number, in the format below, listing aircraft make and model, current flight time and cycles, LOV or OEM determined service life, all life limited components, all fatigue critical structure / PSE inspections illustrating the firefighting mission impact to the baseline structure. The list is to include new fatigue critical structure / PSE's resulting from airtanker modifications.

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Insert Aircraft Make and Model Here		Current Aircraft		OEM LOV / Service Life		Airtanker Mod LOV	
Offered A/C N number		Flight Hours	Cycles	Hours	Cycles	Hours	Cycles
Offered A/C Serial Number							
Component / Fatigue Critical Structure PN or Name				OEM Life Limited Components / Fatigue Critical Structure		Airtanker Mod Life Limited Components / Fatigue Critical Structure	
				Hours	Cycles	Hours	Cycles
Fatigue Critical Structure / PSE Inspection Name				OEM Fatigue Critical Baseline Structure / PSE Inspections		Airtanker Mod Fatigue Critical Baseline Structure / PSE Inspections	
				Threshold	Repeat Interval	Threshold	Repeat Interval

(2) If a contractor offers an aircraft make and model that has flown 500 or more airtanker missions the loads data from all airtanker missions to date shall be used in the initial fatigue and damage tolerance evaluation in (d)(1).

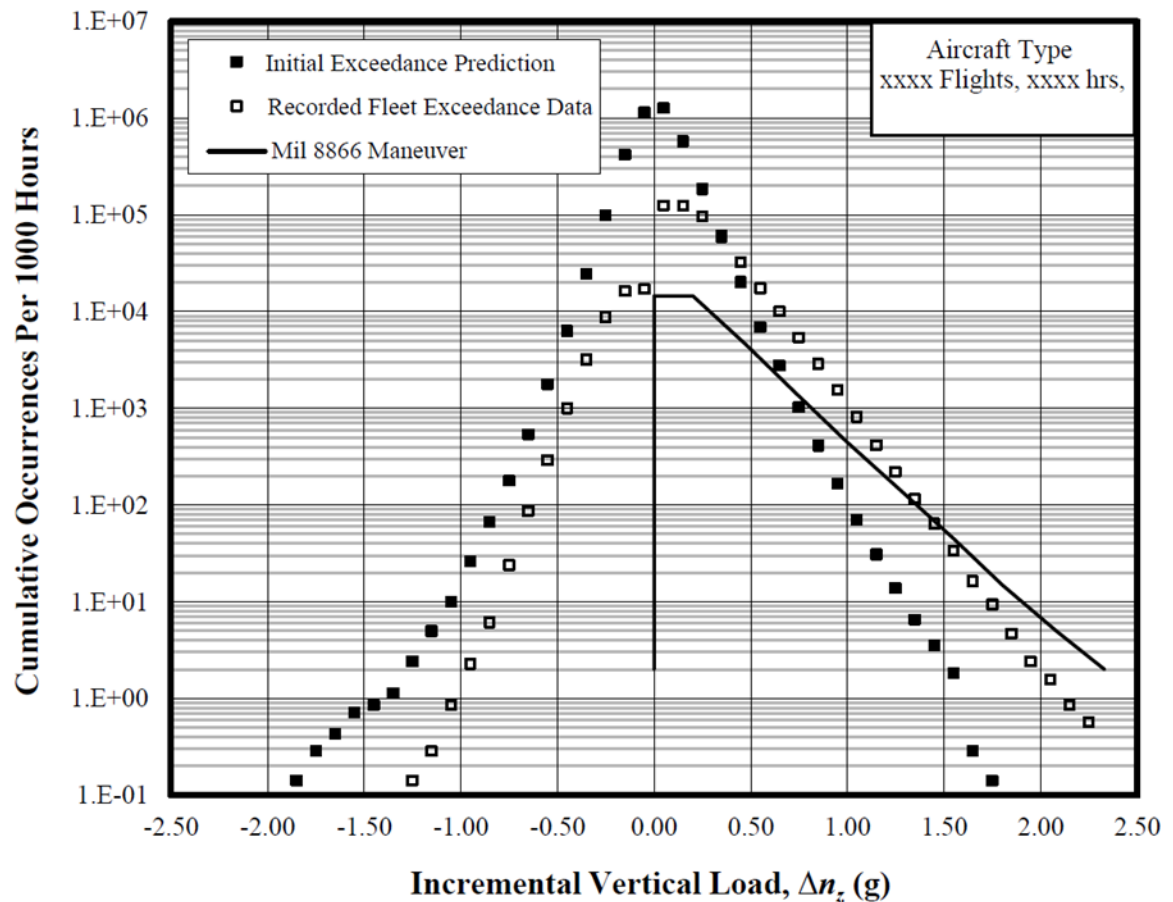
(3) The evaluations above must include substantiation to 14 CFR 25.571 at Amendment 25-54 or later for all structural repairs made to the aircraft since original manufacture.

(4) The aircraft shall have FAA approved Instructions for Continued Airworthiness (ICAs) that meet 14 CFR 25.1529 at Amendment 25-54 or later for the airtanker mission formulated from the 14 CFR 25.571 evaluations and the aircraft shall be in full compliance with all inspections, inspection compliance intervals and structural component life limits derived from those evaluations.

(5) Airworthiness Limitations based on the evaluations resulting from the above will be formally incorporated into the aircraft's Airworthiness Limitations Section (ALS) of the ICA.

(6) Aircraft must be maintained in full compliance with the inspections, inspection compliance intervals and structural component life limits of the ICA while under contract.

(7) Provide a plot of cumulative occurrences of incremental vertical load factor exceedance data for gust and maneuver based on collected airtanker mission flight data in the format below. Initial exceedance prediction (gust and maneuver) is the exceedance data used in the preliminary fatigue and damage tolerance analysis. Plot exceedance data with the MIL-A- 8866 maneuver loads for reference. Provide aircraft type, number of flights, and number of flight hours. Exceedance plot to be provided with proposal and every two years.

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EXHIBIT 2 – STRUCTURAL INTEGRITY PROGRAM**(e) Equipment for conducting aircraft Operational Load Monitoring (OLM).**

The Contractor OLM equipment shall meet following requirements. Criteria for the OLM system are provided in (h) below.

- (1) Contractor shall instrument aircraft with a government reviewed and approved OLM system. This system must provide to the government required and specified parameters in Table 1 and or Table 2 in paragraph (h) below.
- (2) If the OLMS system is inoperable or malfunctioning the aircraft operator shall have the problem corrected in 10 business days. If the problem is not corrected then the aircraft will be made unavailable until the OLMS is operating and properly recording data.
- (3) Acceleration Data Quality. Note: some OLM systems have exhibited aliased IMU acceleration data, in particular N_z . Operators are required to provide evidence that aliased data is not being sent to the USFS database. In some cases a Silicon Designs analog accelerometer (Model No. 2220-005) has been used to eliminate this issue when sampling N_z .

(f) Revisions to the Instructions for Structural Integrity to meet the airtanker mission as necessary.

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(1) With reference to airtanker usage and data from the OLM, the Contractor shall, every two years compile airtanker usage data, analyze the measured spectrum to the estimated spectrum used in (d)(1) above, perform a comparative analysis; and if merited repeat the initial (d)(1) airtanker analyses using the updated spectrum, then prepare, and submit revised ICA's to the FAA for approval.

(2) Revised ICA's shall be submitted to the FAA for approval based on the operation of the aircraft as an airtanker. The frequency of seeking revised ICA's shall be as necessary to ensure structural integrity if warranted of the Contractor's fleet and prevent catastrophic failure including fatigue separations. In seeking revised ICA's, the Contractor shall use the data obtained in succeeding years from the OLM system and update ICA's as necessary throughout the contract period. Copies of the complete package submitted to the FAA shall be sent concurrently to the CO.

(g) Contractor's Quality Assurance program. The Contractor will:

- (1) Have a quality assurance program as part of their FAA Part 145 Repair Station.
- (2) Maintain trained maintenance technicians appropriately rated, certified or qualified to perform specialized quality assurance maintenance and inspections of the aircraft offered.
- (3) Report damage, failures, or fatigue cracks or separations within 3 calendar days to the government. Repair/replacement procedures for these will be reported to the government once they are developed.
- (4) Be responsible for any non-compliance with FAA published maintenance procedures and inspections.

Note: Failure to accomplish items identified in this exhibit will result in termination of this contract.

(h) OLM System and Program:**(1) Criteria**

Aircraft shall be instrumented with a functioning operational loads monitoring system capable of characterizing the airtanker missions performed by these aircraft. The following sections details the minimum required parameters and sample rates for Initial Usage Evaluation or Continuous Monitoring. Contractors shall have one aircraft of each make and model offered that meets Table 1, Initial Airtanker Evaluation, requirements on contract with the USFS, the remaining aircraft of each make and model shall meet Table 2, Continuous Use, requirements. Nz, Nx, Ny accelerations shall be recorded as close to the aircraft Center of Gravity as practicable or correction algorithms shall be validated and applied. Systems shall have functional and calibration flights recorded annually.

(2) Initial Usage Evaluation OLM System

These are minimum system requirements for at least one aircraft of a particular make and model in airtanker operation for data to perform an initial usage evaluation. The instrumentation and equipment utilized must include all mechanical components

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required to measure the flight parameters as well as strain gages at selected locations on the airframe. The system shall have detailed installation instructions, drawings and instructions for continued airworthiness (ICAs). The ICAs will also include an installation validation plan for system and scheduled calibration check due annually. The following are minimum required parameters to be recorded at 32 Hz:

Table 1 Aircraft Evaluation OLM Minimum Channel List

Channel Description		Number of Channels	Units	Sample Rate (Hz)	Record Rate (Hz)
1	Date and Time in GMT (GPS)	1 Analog	yyyymmdd_GMT	4 Hz	32 Hz
2	Latitude (GPS)	1 Analog	Decimal Degrees	4 Hz	32 Hz
3	Longitude (GPS)	1 Analog	Decimal Degrees	4 Hz	32 Hz
4	Altitude (GPS)	1 Analog	Feet	4 Hz	32 Hz
5	Ground Speed (GPS)	1 Analog	Knots	4 Hz	32 Hz
6	Vertical Speed (GPS)	1 Analog	Feet per Minute	4 Hz	32 Hz
7	Heading (GPS)	1 Analog	Decimal Degrees	4 Hz	32 Hz
8	Vertical Accuracy (VDOP)	1 Analog		4 Hz	32 Hz
9	Horizontal Accuracy (HDOP)	1 Analog		4 Hz	32 Hz
10	Normal Acceleration (NZ)	1 Analog	G Force	32 Hz	32 Hz
11	Longitudinal Acceleration (NX)	1 Analog	G Force	32 Hz	32 Hz
12	Lateral Acceleration (NY)	1 Analog	G Force	32 Hz	32 Hz
13	Pitch	1 Analog	Degrees	32 Hz	32 Hz
14	Pitch Rate	1 Analog	Degrees per Sec.	32 Hz	32 Hz
15	Roll	1 Analog	Degrees	32 Hz	32 Hz
16	Roll Rate	1 Analog	Degrees per Sec.	32 Hz	32 Hz
17	Yaw Rate	1 Analog	Degrees per Sec.	32 Hz	32 Hz
18	Pitot Pressure	1 Analog	Inches Hg	32 Hz	32 Hz
19	Static Pressure	1 Analog	Inches Hg	32 Hz	32 Hz
20	Outside Air Temperature	1 Analog	Degrees C	32 Hz	32 Hz
21	Altitude (Static Pressure)	1 Analog	Feet	32 Hz	32 Hz
22	Cabin Pressure Differential	1 Analog	PSI	32 Hz	32 Hz
23	Indicated Airspeed (must be derived from Pitot / Static differential)	1 Analog	Knots	32 Hz	32 Hz
24	Equivalent Airspeed	1 Analog	Knots	32 Hz	32 Hz
25	True Airspeed	1 Analog	Knots	32 Hz	32 Hz
26	Avionics On/Off	1 Discrete	Discrete	32 Hz	32 Hz
27	Engine Start (one engine oil pressure)	1 Discrete	Discrete	32 Hz	32 Hz
28	Weight On Wheels	1 Discrete	Discrete	32 Hz	32 Hz
29	Flap Position	1 Analog	Degrees	32 Hz	32 Hz
30	Speed Brake / Spoiler Position	1 Analog	Degrees	32 Hz	32 Hz
31	Fuel Quantity	1 Analog	Lbs.	32 Hz	32 Hz
32	Aircraft Gross Weight	1 Analog	Lbs.	32 Hz	32 Hz
33	Tank Door Actuation(All Doors)	1-8 Discrete	Discrete	32 Hz	32 Hz
34	Retardant Quantity	1 Analog	Lbs.	32 Hz	32 Hz
35	Strain Gauge and or Accelerometer Inputs	26 Analog	Microstrain, G Force	32 Hz	32 Hz

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(3) Continuous Monitoring OLM Requirements for Additional Aircraft

If a contractor operates multiple aircraft of the same model in the airtanker role, the OLM system and instrumentation requirements may be less comprehensive. These are minimum system requirements for all other aircraft of a particular make and model in airtanker operation for continuous monitoring while in airtanker service. The instrumentation and equipment utilized must include all mechanical components required to measure the flight parameters listed. The system shall have detailed installation instructions, drawings and instructions for continued airworthiness (ICAs). The ICAs will also include an installation validation plan for system and scheduled calibration check due annually. The following are minimum required parameters to be recorded at 8 Hz:

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Table 2 Continuous Monitoring OLM Minimum Channel List					
	Channel Description	Number of Channels	Units	Sample Rate (Hz)	Record Rate (Hz)
1	Date and Time in GMT (GPS)	1 Analog	yyyymmdd_GMT	4 Hz	8 Hz
2	Latitude (GPS)	1 Analog	Decimal Degrees	4 Hz	8 Hz
3	Longitude (GPS)	1 Analog	Decimal Degrees	4 Hz	8 Hz
4	Altitude (GPS)	1 Analog	Feet	4 Hz	8 Hz
5	Ground Speed (GPS)	1 Analog	Knots	4 Hz	8 Hz
6	Vertical Speed (GPS)	1 Analog	Feet per Minute	4 Hz	8 Hz
7	Heading (GPS)	1 Analog	Decimal Degrees	4 Hz	8 Hz
8	Vertical Accuracy (VDOP)	1 Analog		4 Hz	8 Hz
9	Horizontal Accuracy (HDOP)	1 Analog		4 Hz	8 Hz
10	Normal Acceleration (NZ)	1 Analog	G Force	32 Hz	32 Hz
11	Longitudinal Acceleration (NX)	1 Analog	G Force	32 Hz	32 Hz
12	Lateral Acceleration (NY)	1 Analog	G Force	32 Hz	32 Hz
13	Pitch	1 Analog	Degrees	8 Hz	8 Hz
14	Pitch Rate	1 Analog	Degrees per Sec.	8 Hz	8 Hz
15	Roll	1 Analog	Degrees	8 Hz	8 Hz
16	Roll Rate	1 Analog	Degrees per Sec.	8 Hz	8 Hz
17	Yaw Rate	1 Analog	Degrees per Sec.	8 Hz	8 Hz
18	Pitot Pressure	1 Analog	Inches Hg	8 Hz	8 Hz
19	Static Pressure	1 Analog	Inches Hg	8 Hz	8 Hz
20	Outside Air Temperature	1 Analog	Degrees C	8 Hz	8 Hz
21	Altitude (Static Pressure)	1 Analog	Feet	8 Hz	8 Hz
22	Cabin Pressure Differential	1 Analog	PSI	8 Hz	8 Hz
23	Indicated Airspeed (must be derived from Pitot / Static differential)	1 Analog	Knots	8 Hz	8 Hz
24	Equivalent Airspeed	1 Analog	Knots	8 Hz	8 Hz
25	True Airspeed	1 Analog	Knots	8 Hz	8 Hz
26	Avionics On/Off	1 Discrete	Discrete	8 Hz	8 Hz
27	Engine Start (one engine oil pressure)	1 Discrete	Discrete	8 Hz	8 Hz
28	Weight On Wheels	1 Discrete	Discrete	8 Hz	8 Hz
29	Flap Position	1 Analog	Degrees	8 Hz	8 Hz
30	Speed Brake / Spoiler Position	1 Analog	Degrees	8 Hz	8 Hz
31	Fuel Quantity	1 Analog	Lbs.	8 Hz	8 Hz
32	Aircraft Gross Weight	1 Analog	Lbs.	8 Hz	8 Hz
33	Tank Door Actuation(All Doors)	1-8 Discrete	Discrete	8 Hz	8 Hz
34	Retardant Quantity	1 Analog	Lbs.	8 Hz	8 Hz

SECTION J – LIST OF ATTACHMENTS
EXHIBIT 2 – STRUCTURAL INTEGRITY PROGRAM

The following are the minimum requirements for a Continuous Monitoring OLM system:

(4) Data Acquisition and Transmittal Requirements

The flight data recorder utilized for the data acquisition must be capable of recording all of the flight parameters as well as the strain gages, when applicable. Recorders shall be capable of recording flight data for up to 100 flight hours without replacing the data capture media. Recorded data shall be compatible with Forest Service Data Library software solution.

(5) The Contractor's OLM program shall:

- (i) Identify the OLM system installation, calibration process, and frequency of recalibration;
- (ii) OLM system shall be properly installed using OEM recommended installation procedures.
- (iii) Identify the location of the recording device of the OLM system. The system does not need to be crash survivable; however the Contractor shall consider the most crash survivable location within the aircraft with regard to fire and damage from a crash for the recording unit.
- (iv) Identify the parts or measured parameters that are required to be operational for each flight.
- (v) Contain procedures to assure the OLM system is fully functional for each flight, including all measured parameters;
- (vi) Identify the specific parameters selected for recording with rationale for their selection.
- (vii) Identify the location, purpose and use of the parameters selected. Parameters identified as being required for developing revised Instructions for Continued Airworthiness (ICA's) shall be so identified and be given greater description as to their use;
- (viii) Provided an explanation of the analysis of the data obtained from the aircraft OLM system;
- (iv) Contain procedures for the integration of the analyzed aircraft operational load data into the Contractor's SIP;
- (x) Define and provide a detailed explanation of the exceedance for each of the recorded parameters;
- (xi) Thoroughly explain the Contractor's definition of a structural exceedance. Structural exceedances may be single or multiple parameter exceedances;
- (xii) Contain procedures to take (i.e. inspect, repair, or other maintenance action) when a structural exceedance occurs;

SECTION J – LIST OF ATTACHMENTS
EXHIBIT 2 – STRUCTURAL INTEGRITY PROGRAM

(xiii) Contain procedures for notification (timeliness and method) to the Government for all defined exceedances and the planned actions and timeline to complete them;

(xiv) Contain procedures for retrieval of the aircraft OLM data, analysis of the data, process for defining/deciding on a maintenance action, and implementation of the maintenance action; and

(xv) The contractor shall submit recorded data to the Forest Service Airworthiness Branch every 14 days while on contract. The recorded OLM data shall be in “.cdf” file format. All values in data files shall be in engineering units. The data files shall include column header descriptions (including engineering units for the values in each column). Acceleration data shall be described as either incremental or total. There shall be only one flight per recorded file.

Reference / Publications

The following references / publications may be used to guide the Contractor in establishing a SIP.

1. [NTSB Safety Recommendations A-04-29, 30 and 31, 23 April 2004](#)
2. FAA Structural Management and Inspection Criteria for use on Large Airtankers for USDA & DOI, 28 May 2004.
3. [Blue Ribbon Panel: Federal Aerial Firefighting: Assessing Safety and Effectiveness, December 2002](#)
4. [14 CFR, Code of Federal Regulations Aeronautics and Space](#)
5. [FAA Order 8110.56A, Restricted Cat. Type Certification, September 30, 2008](#)
6. DOT/FAA/AR-11/7, Usage and Maneuver Loads Monitoring of Heavy Air Tankers, March 2011
7. Mil-A-8866, Military Specification, Airplane Strength and Rigidity, Reliability Requirements, Repeated Loads and Fatigue, 18 May 1960.
8. [AC 91- 56B Continuing Structural Integrity Program for Large Transport Category Airplanes, 2008](#)
9. [AC 91- 82A - Fatigue Management Programs for In-Service Issues, 2011](#)
10. [AC 25.571-1D, Damage Tolerance and Fatigue Evaluation of Structure, 2011](#)
11. [AC 120-93 Damage Tolerance Inspections for Repairs and Alterations, 2007](#)
12. For information on CDF file format view documentation at <http://cdf.gsfc.nasa.gov/html/FAQ.html>.

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EXHIBIT 3 – RESERVED

EXHIBIT 3 – RESERVED

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SECTION J – LIST OF ATTACHMENTS
EXHIBIT 4 – ADDITIONAL TELEMTRY UNIT SYSTEM DESCRIPTION
EXHIBIT 4 – ADDITIONAL TELEMTRY UNIT SYSTEM DESCRIPTION

1. Clearly describe the ATU system installed on the offered:
2. Hardware configuration:

	Manufacturer/Company	Model Number
AFF Hardware		
AFF Service Provider		
ATU Hardware		
ATU Service Provider		
Tank/ Bucket Provider		
Drop Controller		
Load Cell (if applicable)		

3. What parameter logic determines the following?
 - a. Tank / Bucket Fill:
 - b. Gate or Door Open:
 - c. Gate or Door Close:
 - d. Volume Dropped:
4. ATU Service Provider Website:

SECTION J – LIST OF ATTACHMENTS
EXHIBIT 5 – FLIGHT EQUIPMENT**EXHIBIT 5 – FLIGHT EQUIPMENT**

(a) The PIC shall ensure that the following flight equipment is current, operable, and accessible at the pilot station for each flight during the contract period:

Flashlight having at least two size “D” cells, or equivalent that is in good working order (14 CFR 91.503(a) (1))	
Cockpit checklist shall contain as a minimum the following procedures:	
1. Before Starting engines	6. After Landing
2. Before Takeoff	7. Stopping Engines
3. Climb/Cruise	8. Emergencies
4. Before Drop	9. After Drop
5. Before Landing	

(b) Appropriate current aeronautical charts covering the area of operation, including reroute, terminal and approach. The minimum required to begin work under the contract is VFR and IFR coverage in the contiguous 48 states. The Contractor shall be responsible for providing navigation publications. FAA approved “electronic” flight bags meet this requirement.

(c) Load Schedule Charts (LSC) to verify the performance required based on Normal Operating Weight as defined in Section B. The LSCs shall reflect the effects of altitude, temperature, wind components, runway length, and runway gradient at all Airtanker Bases. (See Section J, Exhibit 9)

(d) Contractor shall furnish with each aircraft a quick reference LSC based on approved or demonstrated capabilities reflecting the effects of altitude, temperature, wind component, runway length, and runway gradient for all Airtanker Bases. (reference Interagency Airtanker Base Directory NFES 2537)

(e) Computation of density altitude shall be made from Standard Fahrenheit temperature for the field elevation up to and including plus 30 degrees Fahrenheit at all Airtanker Bases.

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SECTION J – LIST OF ATTACHMENTS
EXHIBIT 6 – FIRST AID KIT AERONAUTICAL

EXHIBIT 6 – FIRST AID KIT AERONAUTICAL

Item Description	Passenger Seats 0 - 9	Passenger Seats 10 - 50
Adhesive bandage compresses (3 inches long)	8	16
Antiseptic or alcohol wipes (packets)	10	20
Bandage compresses, (4 inches)	4	4
Triangular bandage compresses, 40 inch (sling)	2	4
Roller bandage, 4 inch x 5 yards (gauze)	2	4
Adhesive tape, 1 inch x 5 yards (standard roll)	1	2
Bandage scissors	1	1
Body Fluids Barrier Kit:	1	1
2-pair of latex gloves		
1-face shield		
1-mouth-to-mouth barrier		
1-protective gown		
2-antiseptic towelettes		
1-biohazard disposal bag		

Notes:

1. Splints are recommended if space permits.
2. Kits must be in a dust-proof and moisture-proof container.
3. Kits must be readily accessible to the pilot(s) and crewmembers.
4. Kits may be commercially available types, similar in content, which are FAA approved for the appropriate number of pilots and crewmembers carried.

SECTION J – LIST OF ATTACHMENTS
EXHIBIT 7 - SURVIVAL KIT – AERONAUTICAL (LOWER 48 AND ALASKA)**EXHIBIT 7 – SURVIVAL KIT – AERONAUTICAL (LOWER 48 AND ALASKA)****LOWER 48**

The contents shall include the following minimum items:

Item	Item
Knife	Signal Mirror
Signal Flares (6-each)	Matches (2-small boxes in waterproof containers)
Food (2-days emergency rations per occupant) (minimum of 1,000 calories per occupant per day)	Water (1-quart per occupant) (not required when operating over areas with adequate drinking water)
Space Blanket (1-per occupant)	Candles
Collapsible Water Bag	Whistle
Magnesium Fire Starter	Nylon Rope or Parachute Cord (50-feet)

Note: Location of survival gear on the aircraft must be addressed in the crewmember briefing prior to takeoff.

Suggested Survival Kit Items Dependent Upon Terrain and Climate:

Item	Item
Container w/carrying Handle or Straps	Individual First Aid Kit
Large Plastic Bags	Signal Panels
Flashlight with Spare Batteries	Hand Saw or Wire Saw
Collapsible Shovel	Sleeping Bag (1-per two occupants)
Survival Manual (Arctic/Desert)	Snowshoes
Insect Repellant	Axe or Hatchet
Insect Head net (1-per occupant)	Gill Net/Assorted Fishing Tackle
Personal ELT	Sunscreen

Note: The hand-held 720 or 760 channel VHF transceiver radio is recommended. It should be attached, or immediately accessible, to a crewmember rather than placed in the aircraft survival kit.

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EXHIBIT 7 - SURVIVAL KIT – AERONAUTICAL (LOWER 48 AND ALASKA)

ALASKA

The minimum equipment to be carried during the summer months
Food for each occupant sufficient to sustain life for one week
One axe or hatchet and one knife.
One small gill net and an assortment of tackle such as hooks, flies, lines, sinkers, etc.
Two small boxes/containers of matches (waterproof)
Mosquito repellant.
One mosquito head net for each occupant
One space blanket for each occupant
Signal equipment: (1) flares (six each) and (2) Signal mirror
50' nylon cord.
Candles (5 each).
In addition to the above, the following items shall be carried from October 15 to April 1 of each year:
One pair of snowshoes.
One sleeping bag per two occupants.

SECTION J – LIST OF ATTACHMENTS
EXHIBIT 8 – AIRCRAFT MARKINGS**EXHIBIT 8 – AIRCRAFT MARKINGS**

- (a) The airtanker identification number shall be painted on a vertical surface. The number shall be a minimum of two feet high, seventeen inches wide and with a 5 inch brush stroke. The number shall not interfere with the aircraft's registration "N" number.
- (b) The aircraft shall be painted with high visibility paint, which contrasts with the primary paint color scheme. High visibility paint shall be applied to the minimum areas as outlined below:
- (1) Nine square feet from the outboard tips inboard on the upper and lower surface of the wings
 - (2) Six square feet from the outboard tips inboard on the upper and lower horizontal stabilizer surface
 - (3) Six square feet from upper portion downward on both sides of the vertical surface of the rudder assembly or aircraft structure immediately adjacent to the tail assembly
 - (4) Contrasting paint(s) shall be applied to the camber side of the propeller blade tips. At a minimum, the area from the tip to approximately six inches inboard on each blade shall be contrasting.
- (c) All liquid filler openings shall be marked near each opening with the identity of the fluid, the octane rating or grade, if applicable, and the amount in U.S. quarts or gallons.
- (d) The following list of weights shall be painted on the outside of the aircraft in a location readily visible to the loading crews:
- Maximum Gross Weight
 - Maximum Landing Weight
 - Contracted Retardant Weight
 - Normal Operating Weight
 - Empty Weight
- (e) Each loading level of the retardant tank shall be marked with the number of gallons capacity and the weight of retardant at that level based on 9.0 pounds per gallon.
- (f) Official Government logos such as the USFS shield and or reference to Official U.S. Government Fire Fighting Vehicle will not be permitted on contractor equipment (vehicles or aircraft).

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**SECTION J – LIST OF ATTACHMENTS
EXHIBIT 9 – LOAD CHART**

EXHIBIT 9 – LOAD CHART

Tanker #:	
Aircraft Make/Model Payload MTOW	
Airtanker Base:	
Elevation:	

**ALLOWABLE TAKE OFF PAYLOAD BASE
BALANCED CRITICAL FIELD LENGTH**

Runway _____							
ALLOWABLE TAKEOFF PAYLOAD BASE TEMPERATURE at 85°F, 90°F, and 95° F							
Field Elevation							
	1000	2000	3000	4000	5000	6000	7000
Field Length	+85-3050 +90-2100 +95-unable						
6000							
6500							
7000							
7500							
8000							
8500							
9000							

Solve for Each Viable Runway with Gallons of Retardant

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SECTION J – LIST OF ATTACHMENTS
EXHIBIT 10 – AIRTANKER BASES

EXHIBIT 10 – AIRTANKER BASES

ALASKA AREA

	IDENT
Delta Junction, Alaska	BIG
Fort Wainwright (Fairbanks), Alaska	FBK
Kenai, Alaska	ENA
McGrath, Alaska	MCG
Palmer, Alaska	PAQ
Tanacross, (Tok), Alaska	TSG

CALIFORNIA AREA

Bishop, California	BIH
Castle (Merced)	MER
Chico, California	CIC
Fresno, California	FAT
Lancaster (Fox Field), California	WJF
McClellan	MCC
Paso Robles, California	PRB
Porterville, California	PTV
Redding, California	RDD
San Bernardino, California	SBD
Santa Maria, California	SMX
Santa Rosa, California (Sonoma)	STS

EASTERN AREA

Bemidji, Minnesota	BJI
Brainerd, Minnesota	BRD
Ely, Minnesota	ELO
Hibbing, Minnesota	HIB

GREAT BASIN AREA

Battle Mountain, Nevada	BAM
Boise, Idaho	BOI
Cedar City, Utah	CDC
Hill AFB, Utah	HIF
McCall, Idaho	MYL
Pocatello, Idaho	PIH
Reno (Stead), Nevada	RTS
Twin Falls, Idaho	TWF

NORTHERN AREA

Billings, Montana	BIL
Coeur d'Alene, Idaho	COE
Helena, Montana	HLN
Missoula, Montana	MSO
West Yellowstone, Montana	WYS

NORTHWEST AREA

Klamath Falls, Oregon (Kingsley Field)	LMT
La Grande, Oregon	LGD
Medford, Oregon	MFR
Moses Lake, Washington	MWH
Redmond, Oregon	RDM

ROCKY MOUNTAIN AREA

Colorado Springs	COS
Durango, Colorado	DRO
Grand Junction, Colorado	GJT
Jeffco (Denver)	BJC
Pueblo, Colorado	PUB
Rapid City, South Dakota	RAP

SOUTHERN AREA

Chattanooga, Tennessee	CHA
Fayetteville, Arkansas	FYV
Kinston, North Carolina	ISO
Lake City, Florida	LCQ

SOUTHWEST AREA

Alamogordo, New Mexico	ALM
Albuquerque, New Mexico	ABQ
Fort Huachuca, Arizona (Libby AAF)	FHU
Phoenix – Mesa Gateway, Arizona	IWA
Prescott, Arizona	PRC
Roswell, New Mexico (Industrial)	ROW
Silver City, New Mexico (Grant County)	SVC
Winslow, Arizona	INW

SECTION J – LIST OF ATTACHMENTS
EXHIBIT 11 – DEPARTMENT OF DEFENSE REQUIREMENTS (ALASKA)**EXHIBIT 11 – DEPARTMENT OF DEFENSE REQUIREMENTS (ALASKA)**(a) General

Performance under this contract requires that the Contractor use military airfields within the State of Alaska as either reporting or alternate base. As a condition of this use, the Contractor must comply with the following requirements imposed by the DOD. The following forms must be completed and submitted to the CO:

- (1) Civil Aircraft Landing Permit, DD Form 2401
- (2) Civil Aircraft Certificate of Insurance, DD Form 2400
- (3) Civil Aircraft Hold Harmless Agreement, DD Form 2402

(b) Civil Aircraft Landing Permit, DD Form 2401, and Civil Aircraft Hold Harmless Agreement, DD Form 2402.

The Contractor must submit these forms within ten calendar days after receipt of contract award, to the CO.

(c) Civil Aircraft Certificate of Insurance, DD Form 2400

Contractor shall be required to submit a DD Form 2400, Civil Aircraft Certificate of Insurance within ten calendar days after receipt of contract award or the award of a subsequent option period. The minimum limits required to be carried during the performance of this contract are specified below.

(d) Insurance Requirements

Minimum aircraft liability coverage requirements for privately owned business or commercial aircraft (including passengers)

Army Regulation 95-2					
Rule No.	If The Mgtow Is	Then For	The Minimum For Bodily Injury Is	The Minimum For Property Damage Is	The Minimum Liability For Passengers Is
1	≤ 12,500 Pounds	Each Person Each Accident	\$100,000 \$200,000	\$100,000	\$100,000 \$100,000 x 75% x Number of Passenger Seats
2	>12,500 Pounds	Each Person Each Accident	\$100,000 \$1,000,000	\$1,000,000	\$100,000 \$100,000 x 75% x Number of Passenger Seats

SECTION J – LIST OF ATTACHMENTS
EXHIBIT 11 – DEPARTMENT OF DEFENSE REQUIREMENTS (ALASKA)

(e) Conduct and Regulations

(1) The Contractor and its employees are expected to adhere to the rules of conduct and regulations prescribed by the military installation Commander applicable to civilians entering or doing business with the Government on military installations. The contractor and its employees shall be required to maintain automobile insurance on company and personal owned vehicles that are used on the military installation.

(2) The minimum vehicle insurance levels are those prescribed by the State of Alaska. A certificate of insurance is required for entry to Fort Wainwright. Vehicle operators shall be prepared to show proof of insurance upon request of the military or BLM personnel.

(3) Contractor shall submit the vehicle identification number (VIN) for all restricted Bureau of Land Management retardant ramp site vehicles to the Contract Officer 10 days prior to award or when such vehicles are presented to the site. The Government will reserve the right to require insurance on the restricted ramp site vehicles.

(4) The Government will issue Fort Wainwright base vehicle passes. Passes are available at the Fort Wainwright front gate, Army Vehicle Registration Office. A driver's license, current registration, and auto insurance must be presented to the Provost Marshal's Office to obtain the pass.

(f) Government Identification Cards

(1) Contractor employees who are assigned to operate in and out of Fort Wainwright, Alaska, may be issued a U.S. Government Identification Card. The Bureau of Land Management, Alaska Fire Service, will issue the card. The card will be clearly marked as "Contractor Employee" and include the name of the contractor they are employed by. This Identification Card is the property of the U.S. Government.

(2) Identification cards shall be returned to the COR upon request. Cards shall also be returned to the COAR upon the employee's release either at the end of each exclusive use period or upon permanent dispatch to an alternate base.

(3) The Government may withhold payment to the contractor until such time as all cards have been turned in.

(4) Contractor Employee Background Investigation. Contract employees who are assigned to operate in and out of Fort Wainwright, Alaska, may be subject to a background investigation by the Government. This background investigation shall be at the expense of the Government. At the request of the CO, the Contractor shall submit information on each employee to facilitate this investigation. Failure to provide such information or upon receipt of an unsatisfactory background check, the employee shall be denied access to Fort Wainwright or other Federal installations. The contractor agrees to replace employees who refuse to provide information, or those who, in the Government's opinion, result in an unsatisfactory background check.

SECTION J – LIST OF ATTACHMENTS
EXHIBIT 11 – DEPARTMENT OF DEFENSE REQUIREMENTS (ALASKA)

(g) Weapons

All weapons in the aircraft survival kit shall be registered with the Fort Wainwright Provost Marshal.

(h) Space (Fort Wainwright)

(1) The Government will assign the Contractor a limited amount of space on or adjacent to the aircraft/fire suppressant material ramp for supporting its aircraft. The space is limited and will be apportioned based upon the number of aircraft furnished by the Contractor, as well as the total space available for this purpose. Only serviceable spare parts and support equipment will be permitted to be stored in this area. The Contractor will be required to keep their designated area clean and orderly. All items must be properly stored and/or disposed. The use of this space is limited to the direct support of the contract aircraft. No other use is permitted.

(2) The Contractor shall be required to comply with all State, Federal and local Environmental Protection (EPA) laws and regulations as well as those prescribed by the military installation Commander in the handling, storage, transportation, utilization and disposal of hazardous materials and waste such as oil solvents, etc. At the time of space assignment, the Contractor shall designate an individual responsible for hazardous waste management.

(3) Occupancy of the space shall be limited to a period not to exceed 5 calendar days prior to and after the exclusive use period stated in the schedule or as established in the Notice to Proceed. Storage of a limited number of items outside this time period (i.e., winter period between contract options) shall only be permitted with the written permission of the Airtanker Base Manager. In the event that the Government does not exercise an option to renew, all items must be removed within 5 calendar days notice, or as otherwise agreed upon. At the end of the contract term, including all options, all Contractor equipment, supplies, automobiles, and aircraft must be removed within 5 calendar days after the end of the exclusive use period.

(4) All usage of the assigned area is subject to the approval of the Airtanker Base Manager.

(5) The Government assumes no responsibility/liability for loss of or damage to the Contractor's equipment stored at the site.

(i) Government-Furnished Fuel

The Contractor shall use Government furnished fuel throughout performance unless directed otherwise by the CO.

The Contractor shall record each issue of fuel/oil servicing as directed by the Government, and shall verify the fuel/oil issued by signing a line entry on the OAS-59, Fuel and Oil Issue record.

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SECTION J – LIST OF ATTACHMENTS
EXHIBIT 11 – DEPARTMENT OF DEFENSE REQUIREMENTS (ALASKA)

(j) Fuel Servicing

(1) The Government will furnish, transport, and store all aircraft fuel. The Contractor shall use Government-furnished fuel throughout performance unless directed otherwise by the CO or his authorized representative.

(2) Grades of Government-furnished fuel vary from location to location and the Contractor shall use the grade available. Jet Fuel in one of the following grades will be available at each location:

JET FUEL

Jet A
Jet A-50
JP 4
JP-8

(3) All other fluids shall be furnished and transported by the Contractor.

SECTION J – LIST OF ATTACHMENTS
EXHIBIT 12 - US GOVERNMENT AIR CARD FUEL PROGRAM**EXHIBIT 12 – US GOVERNMENT AIR CARD FUEL PROGRAM**

NOTE: The Hourly Flight Rate for aircraft under the AIR Card program will be adjusted to reflect a dry rate.

DLA policy requires that Air Cards are in the possession of and submitted for services payment by a federal employee. Agency aircrews are allowed to carry AIR Cards on board an aircraft and submit the card for payment fuel or services payment.

Contract or international aircrews are not allowed to carry AIR Cards on board an aircraft and cannot submit the card for payment fuel or services payment. To support aviation fuel purchase in aircraft staffed by contract or international pilots, agency employees are designated as AIR Card Coordinators. The Coordinators are trained and authorized to standards established by DLA and serve as primary point of contact for AIR Card fuel related issues to the AO, Dispatch, Airtanker Base Manager, aircrew, and fuel vendors

(a) The AIR Card is the sole property of the US Government and all terms and conditions for use are set by the Defense Logistics Agency (DLA) under their "In-to-Plane" fuel contract program.

(b) The FS has established accounts with DLA to utilize fuel under this contract for use in Large Airtankers while under exclusive contract to the FS. This includes all revenue flights under the large airtanker services contract. The AIR Card shall NOT be used for fuel purchased for non-revenue flights. The aircraft will normally be fueled to the level prior to the start of the non-revenue flight using the contractor's method of payment.

(c) If necessary, the average burn rate for the aircraft type shall be used along with the flight duration and average cost for fuel to determine a reduction in contract payment.

(d) Contractors shall have and maintain a second way to pay for fuel (company credit card, purchase order, etc.) when the AIR Card is either not appropriate for use or not accepted by the fuel provider. Not all airtanker base locations accept the AIR Card.

(e) Items other than fuel will be purchased using the contractor's means of payment.

(f) Contractors shall not accept gratuities or other gifts from fuel suppliers.

(g) Airtankers will begin with an established amount of fuel documented in the Aviation Business System (ABS). Upon return to the home base at the end of the MAP, the difference shall be paid in ABS as a credit or a charge depending on that difference.

(h) All fuel quantities (gallons) purchases shall be documented in ABS in the remarks section for the day on which it was purchased.

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EXHIBIT 12 - US GOVERNMENT AIR CARD FUEL PROGRAM

(i) In order to mitigate flight operations disruption, fuel purchase coordination should be made in advance of aircraft arrival at an airfield or as soon as practicable. Air card Coordinators duties include:

- (1) Serves as primary point of contact for AIR Card fuel related issues to Accountable Officials (USFS), Dispatch, Airtanker Base Manager, Airtanker Crew, and Fuel Vendors
- (2) Receives information on current or planned location of turbine airtanker(s) from contract aircrews
- (3) Contacts FBO at the current or planned airfield to coordinate use for the AIR Card
- (4) Maintains documentation / log of resource orders, FBO contact, airtankers serviced, and fuel receipts
- (5) Ensures fuel receipts are submitted to the WO Boise AIR Card Accountable Official
- (6) Monitors AFF for changes in aircraft destination due to a fire divert, weather or mechanical malfunction

(j) A central number has been established for contact with the on duty Coordinator **(208) 387-5955**. The AIR Card Coordinators work in a virtual capacity from their home duty stations, not Boise. The Coordinator position is staffed 7 days a week and available throughout hours of airtanker operations to include extended standby. Coverage for day off staffing or high activity may be shared with an Alternate Coordinator.

Fuel receipts can be emailed to the AIR Card Coordinator or faxed at **(208) 387-5735** to the attention of Shaun Jensen.

AO: Shaun Jensen (208) 387-5955 shaun.jensen@usda.gov Fax (208) 387-5735

SECTION J – LIST OF ATTACHMENTS
EXHIBIT 13 – SYNOPSIS OF AVIATION SAFETY PROGRAM
EXHIBIT 13 – SYNOPSIS OF AVIATION SAFETY PROGRAM

The FS aviation program views Safety Management Systems (SMS) as a critical element for contract evaluation. A complete response is highly encouraged.

(a) Safety Management System Components

The FS aviation program uses Safety Management Systems (SMS) agency-wide approach to aviation operations that includes safety management policy, safety risk management, safety assurance and safety promotion. Provide evidence of your SMS program as described below.

Note: Under the column heading OFFEROR ACTION REQUIRED on the form, the documentation provided must describe the policy or process used to meet the standard with completed evidence. Blank or sample forms are not acceptable evidence. For example, for audit evidence under Safety Assurance, a certificate of an SMS audit serves as evidence; or a copy of a “self-validated” SMS audit will suffice. If no action is stated, simply mark the column with a Y, N or N/A where applicable. Organize response and evidence using the numbering scheme in the exhibit component table below (example 1, 1a, 2, 2a . . .)

The International Standard for Business Aircraft Operations (IS-BAO) and the Federal Aviation Administration (FAA) in AC120.92B can provide the explanations and examples of the requested standards below.

SAFETY MANAGEMENT SYSTEM COMPONENTS		Y	N	NA	OFFEROR ACTION REQUIRED
	Standard				
1	Safety Policy and Objectives				
1a	Are key safety personnel appointed? Is there an identified trained Aviation Safety Manager?				Describe and provide evidence.
1b	Does the company have an organizational structure (organizational chart) that clearly defines duties, authorities and accountabilities?				Describe and provide evidence.
1c	Where the company has more than one operating base, has the management structure addressed the management responsibilities at each location?				Describe and provide evidence.
1d	Operations Manual				Describe
	• Does the Operations Manual contain a flight operations and aircraft maintenance policy?				
	• Does the Operations Manual contain an operational control system and SOP's?				Provide evidence.
	• Is the Operations Manual approved by management (CEO)?				
	• Have the employees been trained on the Operations Manual?				Describe and provide evidence.

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EXHIBIT 13 – SYNOPSIS OF AVIATION SAFETY PROGRAM**

SAFETY MANAGEMENT SYSTEM COMPONENTS		Y	N	NA	OFFEROR ACTION REQUIRED
	Standard				
	Does the Operations Manual reflect the type operation that is being contracted for?				Provide evidence.
	•				Describe and provide evidence.
1e	Emergency Response Plan				
	• Do you have an internal emergency response plan?				
	• Is the Accident / Emergency Plan available to all employees?				Describe
	• Are personnel who have a role in the emergency response plan trained in their role, and is the plan exercised periodically in order to test its integrity?				Provide evidence.
2	Safety Risk Management				
2a	Does the company have a Risk Management Policy?				Provide evidence.
2b	Has the company developed and maintained a Risk Management Process to: Identify Hazards Risk Analysis (Exposure) Risk Assessment (Severity and likelihood) Decision Making (Mitigations) Validation of Control (Controls effective)				Describe and provide evidence. No blank forms.
2c	Does the company have an Operational Risk Management (ORM) or Flight Risk Analysis Tool (FRAT) Worksheet				Describe and provide evidence.
2d	Is there a process to elevate the risk decision outcome? i.e. Chief Pilot? CEO?				Describe and provide evidence.
3	Safety Assurance				
3a	Have operations (internal or external) audits been conducted in this past field season?				Describe and provide evidence of this audit.
3b	Is there an Action Plan (AP) developed from the audits?				Provide your latest plan.
3c	Does the company have a Quality Assurance Program?				Describe and provide evidence.
3d	Has the company developed and maintained a means of: monitoring and measuring safety performance, identifying and managing organizational changes that may affect safety, ensuring continual improvement?				What action has your company taken and/or plans to facilitate change? Describe and provide evidence.

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EXHIBIT 13 – SYNOPSIS OF AVIATION SAFETY PROGRAM**

SAFETY MANAGEMENT SYSTEM COMPONENTS		Y	N	NA	OFFEROR ACTION REQUIRED
	Standard				
3e	Does the company have a training program that ensures personnel are trained and competent to perform their assigned duties?				Do you have a process that can train your pilots and mechanics, both initially and annually, on the requirements of this contract? Describe and provide evidence.
3f	Does the company have a separate training program for: pilots, maintenance personnel, fuelers / truck drivers?				Describe and provide evidence.
4	Safety Promotion				
4a	Has the company developed and maintained a formal means of safety communication (like SAFECOM)				Briefly describe technology your company has acquired to facilitate communication with deployed pilots. Describe and provide evidence
4b	Are there lessons-learned developed from incidents/accidents? Are they shared with the company personnel?				Provide evidence.
4c	Is a Safety Award system in place?				Describe

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- (b) Accident history for the previous 5 years: Include all aircraft that have operated under your Operating Certificates (fixed wing and rotor wing). Complete the blocks that apply to your company accident history.

(1) Total number of flight hours for the previous 5 years: _____

(2) Number of aircraft accidents reported to NTSB in the previous 5 years: _____

If your company has had an accident in the last 5 years provide an accident prevention action plan or evidence of actions taken to prevent future accidents.

If you had an accident that was reported to the NTSB and it was downgraded to an incident, you must provide evidence from the NTSB.

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EXHIBIT 14 – DEFINITIONS AND ABBREVIATIONS**EXHIBIT 14 – DEFINITIONS AND ABBREVIATIONS**

As used throughout this contract, the following terms shall have the meaning set forth below:

Administrative Base. The location from which Government provides contract management oversight through the line item COR.

Aerial Supervision Module (ASM). An aircraft that contains both a qualified Air Tactical Pilot (ATP) and Air Tactical Supervisor (ATS) on board as a complete module. This module can perform aerial supervision and is authorized to perform low-level leadplane operations. Also refer to Leadplane.

Airtanker Types.

Airtankers are typed according to their load capacity:

- Very Large Air Tankers (VLAT) – 8,000 gallons or more
- Type 1 – 3,000 to 5000 gallons. Also known as a Large Airtanker
- Type 2 – 1,800 to 2,999 gallons
- Type 3 – 800 to 1,799 gallons
- Type 4 – up to 799 gallons

Alert Status. A status subject to flight and duty limitations, in which the Contractor has 1 hour to return to standby if ordered to do so by the CO.

Assigned Work Location. The location assigned by the Government from which an ordered flight will originate.

Block to Block Time. Flight time which consists of a clock time duration not to exceed the time the aircraft leaves the "blocks" with the intention of an ordered flight to its return to the blocks following an ordered flight.

Call-When-Needed. A term used to identify the furnishing of services on an "as needed basis" or "intermittent use" in government procurement contracts. There is no guarantee the Government will place any orders and the Contractor is not obligated to accept any orders. However, once the Contractor accepts an order, the Contractor is obligated to perform in accordance with the terms and conditions stated herein.

Civil Twilight. Begins in the morning, and ends in the evening when the center of the sun is geometrically 6° below the horizon. Most often used in Alaska rather than the lower 48 states.

Contractor. An operator being paid by the Government for services.

Crewmember. A person assigned to perform duties in an aircraft during flight time.

Empty Weight. Empty weight is determined using weight and balance data. Subtracting the Empty Weight from the Maximum Gross Weight generally yields the weight available for crew and optional items, payload, and fuel/fluids. It is determined by actual weighing of the aircraft without fuel/fluids, payload, crew or optional items.

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Federal Aviation Regulations. Rules and regulations contained in Title 14 of the Code of Federal Regulations.

Ferry Flight Movement. of the aircraft under its own power from point-to-point without passenger(s) or payload.

Flight Crew. Those Contractor personnel required by the Federal Aviation Administration to operate the aircraft safely while performing under contract to the Government.

Fully Operational Aircraft. Flight Crewmembers, other personnel, repairs, operating supplies, service facilities, and incidentals necessary for the safe and effective mission operation of the aircraft both on the ground and in the air.

Gross Weight. The loaded weight of an aircraft Gross weight includes the total weight of the aircraft (Empty Weight), the weight of the fuel and oil, the weight of crew and optional items, and the weight of the entire load it is carrying.

Incident with Potential. An incident that narrowly misses being an accident and in which the circumstances indicate serious potential for substantial damage or injury.

Large Airtanker. An airtanker with a retardant capacity of 3000-5000 gallons equal to 27,000 – 45,000 pounds of payload. Large airtankers are primarily used for initial attack and are initial attack capable without leadplane/ASM supervision. Large airtankers are the core of the Forest Service airtanker fleet.

Leadplane (LP). An aircraft used for leadplane missions flown by a qualified leadplane pilot.

Maintenance Deficiency. An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

Maximum Gross Weight. Maximum gross weight is the absolute maximum allowable weight (crew, passengers, fuel, oil, fluids, payload, and special equipment) as established by the manufacturer and approved by the Federal Aviation Administration.

Mission Use. The use of an aircraft that in itself constitutes discharge of official Forest Service responsibilities. Mission flights may be either routine or emergency, and may include such activities as lead plane, smokejumper/Para cargo, and aerial photography, mobilization/demobilization of emergency support resources, reconnaissance, survey, and project support. Mission flights do not include official travel to make speeches, attend conferences or meetings, or make routine site visits.

Mountain Flying. Conducting flight operations that require special techniques including take offs and landings at locations with 5,000 feet above sea level or greater pressure altitudes, at temperature ranges above 75 degrees F, and or limited and unimproved airstrips.

Next Generation Airtanker. A modern multi-engine turbine aircraft purpose built or converted for use as an airtanker. Aircraft are capable of 300 knots (KTAS) or greater with maximum IAB retardant payload at 18,000 feet, are capable of being pressurized for non-retardant carrying flights, able to meet Part 25 certification requirements for fatigue and damage tolerance, have a

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Structural Integrity Program and meet current Interagency Airtanker Board criteria for the retardant delivery system.

Night Operations. For ordered flight missions that are performed under the contract, night shall mean: 30 minutes after official sunset to 30 minutes before official sunrise, based on local time of appropriate sunrise/sunset tables nearest to the planned destination or operation.

Normal Operating Weight. Aircraft in its approved mission configuration with 2 ½ hours of fuel, full retardant load, crew and approved miscellaneous items.

Occupant. Any crew or passenger that is aboard an aircraft.

Operating Agency. An executive agency or any entity there of using agency aircraft, which it does not own.

Operational Control. The condition existing when an entity exercises authority over initiating, conducting or terminating a flight.

Operator. Any person who causes or authorizes the operation of an aircraft, such as the owner, lessee, or bailee of an aircraft.

Passenger. Any person aboard an aircraft who does not perform the function of a flight crewmember or crewmember.

Payload. Maximum gross weight minus empty weight, crew, fuel/fluids, and optional items.

Pilot-In-Command (PIC). The Pilot responsible for the operation and safety of the aircraft during the time defined as flight time.

Point-to-Point Flight. Aircraft operations between any two geographic locations operationally suitable for takeoff and landing (airport to airport). A flight to a designated or defined backcountry airstrip does not constitute a point to point flight.

Precautionary Landing. A landing necessitated by apparent impending failure of engines, systems, or components, which makes continued flight inadvisable.

Principal Base of Operations. The primary operating location of a 14 CFR 121, 133, 135 or 137 certificate holder as established by the certificate holder.

Principal Structural Elements (PSE's). PSE's are those described in FAA AC 25.571C, Damage Tolerance and Fatigue Evaluation of Structure.

SafeCom. Used to report any condition, observance, act, maintenance problem, or circumstance, which has potential to cause an aviation related mishap. The purpose of the SAFECOM form is not intended to be punitive in nature. It will be used to disseminate safety information to aviation managers, and also to aid in accident prevention by trend monitoring and tracking. See www.safecom.gov

Safety Management System. A systematic approach to managing safety, including the necessary organizational structures, accountabilities, policies and procedures.

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Special Mission Aircraft. Aircraft approved for other than point to point only missions. Transportation is limited to personnel required to carry out the special mission of the aircraft.

Special Missions. Aviation resource mission in direct support of incidents, i.e., air tactical, fire reconnaissance, resource reconnaissance, all-risk, and other missions requiring special training and/or equipment.

Useful Load. The maximum allowable weight (passengers and/or payload) that can be carried in any one mission. For Airtankers, the Useful Load is the Payload.

Very Large Airtanker. An airtanker with a retardant capacity of 8000 or more gallons equal to 72,000 or more pounds of payload. Very large airtankers are primarily used for large fire support and require leadplane/ASM supervision to be on scene prior to arriving on the fire.

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Abbreviations

AB	Administrative Base
A&P	Airframe & Powerplant (Mechanic)
AC	Advisory Circular
ACCO	Air Carrier/Commercial Operator
AD	Airworthiness Directive
AFF	Automated Flight Following
AHO	Altitude Height Above Obstacles
AIR Card	Aviation Into Plane Reimbursement Card
AMD	Aviation Management Directorate
AO	Accountable Official (for AIR Card)
ASM	Aerial Supervision Module
ASP	Aviation Safety Plan
ATC	Air Traffic Control
ATGS	Air Tactical Group Supervisor
AKC	Airtanker Co-Pilot
AKI	Initial Attack Airtanker Captain
AKP	Airtanker Captain
AKTP	Initial Airtanker Training Pilot
ATP	Airline Transport Rating
AWL	Assigned Work Location
BIA	Bureau of Indian Affairs
BLM	Bureau of Land Management
CAB	Civil Aeronautics Board
CG	Center of Gravity
CO	Contracting Officer
CFR	Code of Federal Regulations
COR	Contracting Officer's Representative
CRS	Certified Repair Station
CVR	Cockpit Voice Recorder
CWN	Call-when-Needed (Contract)
DLA	Defense Logistics Agency
DM	Degrees Minutes
DME	Distance Measuring Equipment
DOI	Department of the Interior
DOT	Department of Transportation
ELT	Emergency Locator Transmitter
EPA	Environmental Protection Agency
ETA	Estimated Time of Arrival
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulations
FE	Flight Engineer
FAM	Fire and Aviation Management
FPMR	Federal Property Management Regulations
FSS	Flight Service Station
GFP	Government Furnished Property
GPS	Global Positioning Satellite
GPM	Gallons-Per-Minute
GPS	Global Positioning System
IATB	Interagency Airtanker Board

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ICAO	International Civil Aviation Organization
IFR	Instrument Flight Rules
IMC	Instrument Meteorological Conditions
IOL	Initial Operational Limit
ISA	International Standard Atmosphere
M&IE	Meals and Incidental Expenses
LP	Leadplane
LSC	Load Schedule Chart
MAP	Mandatory Availability Period
MBI	Minimum Background Investigations
MEL	Minimum Equipment List
MI	Maintenance Inspector
MN	Minnesota
MSL	Mean Sea Level
MTDC	Missoula Technology Development Center
NAFA	National Aerial Firefighting Academy
NFPA	National Fire Protection Association
NG	Next Generation
NTSB	National Transportation Safety Board
NOTAM	Notice to Airmen
OLM	Operational Load Monitoring
PBO	Principle Base of Operations
PI	Pilot Inspector
PIC	Pilot-in-Command
PMRB	Pilot/Mechanic Review Board
PPE	Personal Protective Equipment
PSE	Principal Structural Elements
PTT	Push-To-Talk
RAO	Regional Aviation Officer
RASM	Regional Aviation Safety Manager
RFP	Request For Proposal
RON	Remain-Over-Night
SIP	Structural Integrity Program
SIC	Second-in-Command/Co-Pilot
STC	Supplemental Type Certificate
SUO	Statement of Understanding
TAS	Traffic Advisory System
TBO	Time Between Overhaul
TC	Type Certificate
TCTO	Time Compliance Technical Orders
TCAS	Traffic Collision Avoidance System
TFR	Temporary Flight Restriction
USFS	U.S. Forest Service
VFR	Visual Flight Rules
VNE	Velocity Never Exceed
VSO	Stall Speed in a landing configuration
WFD	Widespread Fatigue Damage

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**SECTION J – LIST OF ATTACHMENTS
EXHIBIT 15 - DEPARTMENT OF LABOR WAGE DETERMINATION**

EXHIBIT 15 – DEPARTMENT OF LABOR WAGE DETERMINATIONS

*****		*****	
REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210	
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No: 1995-0222 Revision No: 46 Date of Revision: 7/03/2018	

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Nationwide: Applicable in the continental U.S. Alaska, Puerto Rico, Hawaii and Virgin Islands.

****Fringe Benefits Required Follow the Occupational Listing****

Employed on U.S. Government contracts for aerial photographer, aerial seeding, aerial spraying, transportation of personnel and cargo, fire reconnaissance, administrative flying, fire detection, air taxi mail service, and other flying services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
31010 - Airplane Pilot		29.10
(not set) - First Officer (Co-Pilot)		26.49
(not set) - Aerial Photographer		14.54

EXCEPT SCHEDULED AIRLINE TRANSPORTATION AND LARGE MULTI-ENGINE AIRCRAFT SUCH AS THE B-727, DC-8, AND THE DC-9.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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EXHIBIT 15 - DEPARTMENT OF LABOR WAGE DETERMINATION

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$1.91 per hour, or \$76.40 per week, or \$331.07 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.41 per hour.

HEALTH & WELFARE (Hawaii EO 13706): \$1.63 per hour, or \$65.20 per week, or \$282.53 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.13 per hour. *

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

****HAZARDOUS PAY DIFFERENTIAL****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

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EXHIBIT 15 - DEPARTMENT OF LABOR WAGE DETERMINATION

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS ****

Aerial Photographer

The aerial photographer must be skilled in reading flight maps, capable of assisting the pilot to adhere to flight lines, be able to level and operate a cartographic camera and its auxiliary equipment mounted in the aircraft so that the photographs that are taken will have the required forward lap and side lap for use in photogrammetric mapping equipment, and possess a working knowledge of aerial films and camera filters to insure proper exposure of the films.

First Officer (Co-Pilot)

Is second in command of commercial airplane and its crew while transporting passengers, mail, or other cargo on scheduled or nonscheduled flights. Assists or relieves an airline captain in operating the controls of an airplane; monitoring flight and engine instruments; and maintaining air-to-ground communications.

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*****		*****	
REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210	
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No: 1995-0221 Revision No: 45 Date of Revision: 07/03/2018	
*****		*****	

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

NATIONWIDE: Applicable in the continental U.S., Hawaii, Alaska, and American Samoa.

Alaska: Entire state.

American Samoa: Entire state

Hawaii: Entire state.

Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota,

Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin

Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

****Fringe Benefits Required Follow the Occupational Listing****

Employed on contracts for Fire Safety services only.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support and Clerical Occupations		
01613 - Word Processor III		
Alaska		19.80
Continental U.S.		19.80
Hawaii and American Samoa		19.56
05000 - Automotive Service Occupations		
05190 - Motor Vehicle Mechanic		
Alaska		27.95
Hawaii and American Samoa		18.56
Midwestern Region		22.05
Northeast Region		20.70
Southern Region		19.29

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Western Region	22.32
05220 - Motor Vehicle Mechanic Helper	
Alaska	20.21
Hawaii and American Samoa	14.29
Midwestern Region	14.30
Northeast Region	16.13
Southern Region	12.44
Western Region	15.12
07000 - Food Preparation and Service Occupations	
07010 - Baker	
Alaska	16.79
Hawaii and American Samoa	16.76
Midwestern Region	14.07
Northeast Region	15.96
Southern Region	11.49
Western Region	17.52
07041 - Cook I	
Alaska	14.47
Hawaii and American Samoa	14.11
Midwestern Region	10.34
Northeast Region	12.91
Southern Region	9.84
Western Region	11.79
07042 - Cook II	
Alaska	16.67
Hawaii and American Samoa	15.76
Midwestern Region	11.66
Northeast Region	14.55
Southern Region	11.10
Western Region	13.29
07070 - Dishwasher	
Alaska	12.38
Hawaii and American Samoa	13.57
Midwestern Region	8.37
Northeast Region	8.97
Southern Region	8.70
Western Region	9.03
07130 - Food Service Worker	
Alaska	12.63
Hawaii and American Samoa	12.57
Midwestern Region	9.88
Northeast Region	11.84
Southern Region	9.35
Western Region	10.27
07210 - Meat Cutter	
Alaska	20.60
Hawaii and American Samoa	20.00
Midwestern Region	17.36
Northeast Region	20.21
Southern Region	14.49
Western Region	18.96
12000 - Health Occupations	
12040 - Emergency Medical Technician	

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Alaska	24.16
Continental U.S.	17.60
Hawaii and American Samoa	19.79
21000 - Materials Handling and Packing Occupations	
21020 - Forklift Operator	
Alaska	23.21
Hawaii and American Samoa	18.08
Midwestern Region	16.68
Northeast Region	16.29
Southern Region	13.80
Western Region	17.84
21150 - Stock Clerk	
Alaska	14.99
Hawaii and American Samoa	11.82
Midwestern Region	13.25
Northeast Region	13.07
Southern Region	12.69
Western Region	13.42
23000 - Mechanics and Maintenance and Repair Occupations	
23021 - Aircraft Mechanic I	
Alaska	29.43
Continental U.S.	30.27
Hawaii and American Samoa	30.41
23022 - Aircraft Mechanic II	
Alaska	30.55
Continental U.S.	31.05
Hawaii and American Samoa	31.66
23023 - Aircraft Mechanic III	
Alaska	32.23
Continental U.S.	32.45
Hawaii and American Samoa	33.23
23040 - Aircraft Mechanic Helper	
Alaska	23.07
Continental U.S.	22.76
Hawaii and American Samoa	21.96
23060 - Aircraft Servicer	
Alaska	25.78
Continental U.S.	25.97
Hawaii and American Samoa	25.49
23160 - Electrician, Maintenance	
Alaska	33.22
Hawaii and American Samoa	28.63
Midwestern Region	24.94
Northeast Region	26.73
Southern Region	21.32
Western Region	25.47
23440 - Heavy Equipment Operator	
Alaska	27.17
Hawaii and American Samoa	19.33
Midwestern Region	22.05
Northeast Region	20.70
Southern Region	19.29

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Western Region	22.31
23470 - Laborer	
Alaska	16.49
Hawaii and American Samoa	16.01
Midwestern Region	13.42
Northeast Region	13.53
Southern Region	10.92
Western Region	12.67
23530 - Machinery Maintenance Mechanic	
Alaska	31.00
Hawaii and American Samoa	30.59
Midwestern Region	19.12
Northeast Region	20.00
Southern Region	15.15
Western Region	18.97
23580 - Maintenance Trades Helper	
Alaska	22.66
Hawaii and American Samoa	17.48
Midwestern Region	18.00
Northeast Region	16.81
Southern Region	15.14
Western Region	15.62
27000 - Protective Service Occupations	
27070 - Firefighter	
Alaska	12.56
Hawaii and American Samoa	10.23
Midwestern Region	8.19
Northeast Region	8.63
Southern Region	8.19
Western Region	8.63
30000 - Technical Occupations	
30210 - Laboratory Technician	
Alaska	24.31
Hawaii and American Samoa	23.12
Mid-Western Region	21.60
Northeast Region	19.99
Southern Region	21.97
Western Region	20.54
31000 - Transportation/Mobile Equipment Operation Occupations	
31030 - Bus Driver	
Alaska	22.80
Hawaii and American Samoa	14.81
Midwestern Region: 1 1/2 to 4 tons	18.79
Midwestern Region: over 4 tons	19.65
Midwestern Region: under 1 1/2 tons	14.06
Northeast Region: 1 1/2 to 4 tons	19.26
Northeast Region: over 4 tons	20.10
Northeast Region: under 1 1/2 tons	14.94
Southern Region: 1 1/2 to 4 tons	17.15
Southern Region: over 4 tons	17.80
Southern Region: under 1 1/2 tons	9.56
Western Region: 1 1/2 to 4 tons	17.69

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Western Region: over 4 tons	18.19
Western Region: under 1 1/2 tons	11.13
31361 - Truckdriver, Light	
Alaska	21.34
Hawaii and American Samoa	11.68
Midwestern Region	14.06
Northeast Region	14.94
Southern Region	9.56
Western Region	11.13
31362 - Truckdriver, Medium	
Alaska	23.11
Hawaii and American Samoa	14.79
Midwestern Region	18.79
Northeast Region	19.26
Southern Region	17.10
Western Region	17.69
31363 - Truckdriver, Heavy	
Alaska	24.42
Hawaii and American Samoa	16.15
Midwestern Region	19.65
Northeast Region	20.10
Southern Region	17.80
Western Region	18.85
31364 - Truckdriver, Tractor-Trailer	
Alaska	25.72
Hawaii and American Samoa	16.35
Midwestern Region	23.35
Northeast Region	20.23
Southern Region	18.70
Western Region	19.24
47000 - Water Transportation Occupations	
47021 - Cook-Baker/Second Cook/Second Cook-Baker/Assistant Cook	
Alaska	16.60
Hawaii and American Samoa	15.76
Midwestern Region	11.66
Northeast Region	14.55
Southern Region	11.09
Western Region	13.29
92000 - Non Standard Occupations	
(not set) - Quality Assurance Representative I	
Alaska	20.63
Hawaii and American Samoa	21.20
Midwestern Region	18.57
Northeast Region	19.62
Southern Region	20.34
Western Region	18.71
(not set) - Quality Assurance Representative II	
Alaska	26.99
Hawaii and American Samoa	25.20
Midwestern Region	22.91
Northeast Region	24.35
Southern Region	21.52

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Western Region	22.68
(not set) - Quality Assurance Representative III	
Alaska	28.72
Hawaii and American Samoa	27.42
Midwestern Region	26.97
Northeast Region	28.66
Southern Region	25.44
Western Region	27.20
(not set) - Chief Cook	
Alaska	22.05
Hawaii and American Samoa	26.43
Midwestern Region	19.44
Northeast Region	23.54
Southern Region	17.82
Western Region	21.65
(not set) - Environmental Protection Specialist	
Alaska	34.78
Hawaii and American Samoa	32.17
Midwestern Region	29.26
Northeast Region	35.09
Southern Region	29.80
Western Region	30.81
(not set) - Fire Safety Professional	
Alaska	34.76
Hawaii and American Samoa	32.21
Midwestern Region	29.26
Northeast Region	35.09
Southern Region	29.80
Western Region	30.81
(not set) - Aircraft Quality Control Inspector	
Alaska	30.78
Continental U.S.	31.64
Hawaii and American Samoa	31.82
99000 - Miscellaneous Occupations	
99730 - Refuse Collector	
Alaska	12.19
Hawaii and American Samoa	11.27
Midwestern Region	10.41
Northeast Region	11.89
Southern Region	8.19
Western Region	10.14

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$1.91 per hour, or \$76.40 per week, or \$331.07 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.41 per hour.

HEALTH & WELFARE (Hawaii EO 13706): \$1.63 per hour, or \$65.20 per week, or \$282.53 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.13 per hour.

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only

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applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2014, unless otherwise indicated.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized

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representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS ****

Aircraft Quality Control Inspector

Develops and implements quality control and ground safety programs to ensure compliance with contract specifications. Inspects and verifies proper completion and documentation of safety and flight discrepancies. Briefs and debriefs pilots and crew members assigned to functional check flights. Evaluates personnel, including verification of skills, training and experience. Performs audits and inspections of work centers and ongoing maintenance actions, procedures, equipment and facilities. Monitors timeliness and applicability of aircraft maintenance technical data and technical library. Reviews maintenance source documents, aircraft inspection records, notes recurring discrepancies or trends and initiates appropriate action. Manages the material deficiency and technical order improvement program. Reviews engineering investigation requests. Initiates and reviews quality deficiency reports, technical deficiency reports and hazardous material reports, ensuring that they are accurate, clear, concise and comprehensive. Receives aircraft and explosive mishap reports and studies them for applicability. Oversees aircraft weight and balance program. Conducts safety inspections, training and drills.

Chief Cook

Directs and participates in the preparation and serving of meals; determines timing and sequence of operations required to meet serving times; inspects galley/kitchen unit and equipment for cleanliness and proper storage and preparation of food. May plan or assist in planning meals and taking inventory of stores and equipment.

Environmental Protection Specialist

Environmental protection specialist positions require specialized knowledge of the principles, practices, and methods of program or administrative work relating to environmental protection programs. This entails (1) an understanding of the philosophy underlying environmental regulation; (2) knowledge of environmental laws and regulations; (3) knowledge of the planning, funding, organization, administration, and evaluation of environmental programs; (4) practical knowledge of environmental sciences and related disciplines, the effects of actions and technology on the environment, the means of preventing or reducing pollution, and the relationship between environmental factors and human health and well-being; and (5) practical knowledge of important historic,

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cultural, and natural resources (including land, vegetation, fish, wildlife, endangered species, forests) and the relationship between the preservation and management of these resources and environmental protection. Environmental protection specialists apply specialized knowledge of one or more program or functional areas of environmental protection work, but do not require full professional competence in environmental engineering or science.

Fire Safety Professional

The Fire Safety Professional works to control and extinguish fires, rescue persons endangered by fire, and reduce or eliminate potential fire hazards. It also controls hazardous materials incidents, provides emergency medical services, trains personnel in fire protection and prevention, operates fire communications equipment, develops and implements fire protection and prevention plans, procedures, and standards and, advises on improvements to structures for better fire prevention.

Quality Assurance Representative I

A Quality Assurance Representative I independently inspects a few standardized procedures, items or operations of limited difficulty. A Quality Assurance Representative I's assignments involve independent record keeping and preparation of reports, inspection and testing, interpretation of plans and specifications and observation of construction activities to check adherence to safety practices and requirements. Quality Assurance Representative I's maintain work relationships with contractor supervisory personnel. Contacts involve obtaining information on sequence of operations and work methods, explaining standard requirements of plans and specifications, and informing the contractor of inspection results.

Quality Assurance Representative II

A Quality Assurance Representative II independently inspects a wide variety of standardized items or operations requiring a substantial knowledge of the method and techniques of construction inspection and of construction methods, equipment, materials, practices and the ability to interpret varied requirements in drawings and specifications. Quality Assurance Representative II's obtain information on schedules and work methods and explain requirements of plans and specifications. They make suggestions to the contractor concerning well-established acceptable methods and practices to assist the contractor in meeting standard requirements. Quality Assurance Representative II's are typically not authorized to approve deviations in construction plans, methods and practices even of a minor nature.

Quality Assurance Representative III

A Quality Assurance Representative III is expected to interpret plans and specifications relating to construction problems of normal difficulty, that is, those for which there are precedents and those without unusual complications. Quality Assurance Representative III's resolve differences between plans and specifications when such differences do not involve questions of cost or engineering design. Engineering and supervisory assistance is readily available and is provided as needed to assist in interpreting plans and specifications and in resolving differences involving complex problems. Technical assistance is also available on unusual specialized trade, crafts or materials problems. Inspection reports are reviewed for accuracy, completeness and adequacy. Unusually difficult and novel problems are discussed with the supervisor. Quality Assurance Representative III's are typically authorized to approve minor deviations in construction methods and practices which conform to established precedents, do not involve added costs, and are consistent with contract plans and specifications. Decisions by Quality Assurance Representative III's on the acceptability of construction methods and practices, workmanship, materials, and the finished product are considered to be final.

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EXHIBIT 16 AIRCRAFT RECORDS AND MANUALS**EXHIBIT 16 – AIRCRAFT RECORDS AND MANUALS**

The following aircraft records and manuals shall be available to Agency inspectors:

(a) Current airframe and engine maintenance records that contain at least the information required in Federal Aviation Regulation 91.417 shall be available at the Contractor's Base. Airframe engine and propeller records with the current status of overhaul, life-limited components and Airworthiness Directives, as well as the maintenance performed throughout the contract period, shall be onboard each contract aircraft at all times.

(b) Aircraft Daily Flight and Maintenance Log

(1) An aircraft Daily Flight and Maintenance Log will be maintained for each aircraft used on contract. The Daily Flight and Maintenance Log form illustrated in Section J, Exhibit 17 is only a sample, but illustrates the minimum requirements.

(2) The aircraft Daily Flight, Maintenance Log, and Weight and Balance Forms (A, B & C Exhibit 22) for the aircraft must be kept in the aircraft at all times.

(3) This form or similar log must contain the following minimum information:

- (i) Name of the Contractor
- (ii) Date
- (iii) Aircraft Identification Number
- (iv) Tanker Number
- (v) Flight Crew
- (vi) Departure and destination each flight
- (vii) Takeoff and Landing time each flight
- (viii) Elapsed time each flight
- (ix) Total time each date a flight is completed
- (x) Total aircraft time
- (xi) Purpose of each flight (i.e., ferry, maintenance, crew training, revenue, etc.)
- (xii) Recording of fuel and oil added and total fuel on board after each refueling
- (xiii) Space for recording discrepancies as they occur during each flight
- (xiv) Space for corrective action taken on discrepancies. (Serial numbers of major components removed and replacements will be recorded in this section. Copies of the change records must be kept with the aircraft daily records.)

(4) A log sheet entry is required any day a flight is performed regardless of the purpose. One copy of each completed log sheet will be maintained at the Contractor's principal base of operations, and will be made available to the Forest Service Audit Representative(s) and the National Airtanker Inspection Team. Copies of log pages will be duplicated and/or duplicate pages will be removed and retained at the base of

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operations (Airtanker Base) at the end of each day that a flight is conducted or maintenance is performed.

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EXHIBIT 17 – AIRCRAFT FLIGHT AND MAINTENANCE LOG

EXHIBIT 17 – AIRCRAFT FLIGHT & MAINTENANCE LOG – SAMPLE


CONTRACTOR:				PILOT		SECOND-IN-COMMAND		OTHER CREW			
				TRAINER NUMBER		N NUMBER		A/C TYPE & MODEL		DATE:	
TYPE FLIGHT	FROM	TO	TAKE OFF TIME	LANDING TIME	TOTAL THIS FLIGHT	TYPE FLIGHT LEGEND: AO – All Others not covered below AC – Aborted Revenue Cancelled AR – Aborted Revenue due to mechanical CT – Crew Training FO – Ferry to/from Base or between Bases FM – Ferry for Maintenance MT – Maintenance Test Flight RF – Revenue Forest Service Contract RO – Revenue from all Other flights					
						NEXT INSPECTION DUE		FUEL & OIL RECORD			
						TYPE		FUEL ADDED	TOTAL FUEL ON BOARD	OIL ADDED Engine #1 #2 #3 #4	
						AIRCRAFT TOTAL TIME					
						AIRCRAFT TOTAL TIME					
						BROUGHT FORWARD					
						THIS DATE					
TOTAL FLIGHT TIME THIS DATE						CARRIED FORWARD					
DISCREPANCIES AND AUTHOR'S INITIALS						CORRECTIVE ACTION				MECHANIC'S SIGNATURE	

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EXHIBIT 18 – AIRTANKER INSPECTION FORM

EXHIBIT 18 – AIRTANKER INSPECTION FORM

PRE-USE INSPECTION CHECKLIST					
 AIRTANKER <small>r4</small>		1. Contract/Rental Agreement No.		#1	
				#2	
		2. Item No.		#1	
				#2	
		3. Designated Base		#1	
				#2	
		4. Region/Area		#1	
				#2	
SECTION I - Operator & Aircraft Information (Fill in Blanks)					
1. Operator		2. Address Street		City	State ZIP Code
3. Phone No.		4. Make and Model		5. FAA Registration No.	
				6. Manufacturer's Serial No.	
7. Gross Weight		8. Years in Service		9. Hobbs Reading	
				PRINTED COPY	
Items highlighted in Purple Also Complete Other AIRTANKER Required Forms Government Team Members				Expires: (Month / Yr)	
12. Approved By (Signature)		13. Title		14. Region	
		Aircraft Inspector			
Card Issue Date:		pdf Copy sent to WO - Boise		Copy filed with Contract and/or CO	
Start Date		Contracted Payload Weight:		Gallons:	
Pilot		Co-pilot		Flight Engineer	
				Mechanic	
				Mechanic	
GENERAL CERTIFICATIONS					
1. 14 CFR 137 Certificate No.		Are there Part 137 Ops Specs? <input type="checkbox"/> Yes <input type="checkbox"/> No			
PMI					
2. 14 CFR 145 Certificate ¹ ** No.		<input type="checkbox"/> D100 Approved Off-Station			
NA OK		NA OK		NA OK	
<input type="checkbox"/> D72 MX Req. / CAMP (91.409f(1))		<input type="checkbox"/> D97 Fuse Repair Assessment		<input type="checkbox"/> A061 EFB -or- (LOA)	
<input type="checkbox"/> D73 AAIP		<input type="checkbox"/> D101 Additional Mx. Req.		<input type="checkbox"/> B050 Authorized Areas	
<input type="checkbox"/> D85 Aircraft Listing (or A03)		<input type="checkbox"/> D104 Emergency Equipment			
<input type="checkbox"/> D88 / D89 MX Time Limitations		<input type="checkbox"/> D485 Aging Airplane			
<input type="checkbox"/> D95/D195 MEL -or- (LOA)		<input type="checkbox"/> A15 Autopilot			
AIRCRAFT CONDITION & EQUIPMENT					
INTERIOR					
		N/A		Pass	
1. Airworthiness Certificate (91.203)				17. Pulselites (If Required)	
2. Registration (91.203) Exp. Date: {Mnth} / {Yr}				18. Shoulder Harness (Front) & Seat Belts	
3. Flight Manual ¹ (91.9 & 21.5) Required				Pilot <input type="checkbox"/> Copilot <input type="checkbox"/>	
Revision No.		Crew		Inertia Reels	
Revision Date		Pax		Mod#	
Weight & Balance Manual / Supp (TCDS)				(25.1357(d))	
4. Ops Specs/Ops Manual (119.43 & 135.21f)				20. Spare set of bulbs / fuses	
5. Maintenance (Flight) Log (In Aircraft)				21. First Aid Kit	
6. Placarding				22. Survival Kit	
7. Instruments (Condition)				23. Quick Reference Charts	
8. {Reserved}				24. Flight Charts IFR <input type="checkbox"/> VFR <input type="checkbox"/>	
				EFB <input type="checkbox"/> Class:	
				25. Coverage Area	
				26. Other	

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EXHIBIT 18 – AIRTANKER INSPECTION FORM

Operator _____		Inspection Date: _____	
N Number _____		Make & Model _____	
N/A Pass		N/A Pass	
INTERIOR (Continued)			
9. Furnishings (Clean & Neat)	<input checked="" type="checkbox"/>	27. Non-Essential Equip. (<1% of T/O Weight)	<input checked="" type="checkbox"/>
10. Windshields & Windows	<input checked="" type="checkbox"/>	Less than: _____ lbs. W&B Documented	<input checked="" type="checkbox"/>
11. Flight Hour Meter (Hobbs)	<input checked="" type="checkbox"/>	28. Cargo Restraints, Nets, Straps	<input checked="" type="checkbox"/>
Type Hobbs: _____	<input checked="" type="checkbox"/>	29. 'G' Meter in Pilot's Panel	<input checked="" type="checkbox"/>
12. Free Air Temperature Gage	<input checked="" type="checkbox"/>	30. Minimum Equipment List MMEL# _____	<input checked="" type="checkbox"/>
13. Lights - Navigation/Landing (91.205(c))	<input checked="" type="checkbox"/>	31. OLMS Equipment	<input checked="" type="checkbox"/>
14. Fire Extinguisher (5-B:C Rating)	<input checked="" type="checkbox"/>	Orientation <input type="checkbox"/> Pre-Season OLM Card Sent In	<input checked="" type="checkbox"/>
15. Flashlight (2 "D" Cell Minimum)	<input checked="" type="checkbox"/>	32. Tank Controls	<input checked="" type="checkbox"/>
16. White Strobe	<input checked="" type="checkbox"/>	33. Other _____	<input checked="" type="checkbox"/>
MISCELLANEOUS REQUIREMENTS			
1. Registration Marks (12 Inch) (45.22c(3) & 45.29)	<input checked="" type="checkbox"/>	7. Maintenance Manual Rev. Date: _____	<input checked="" type="checkbox"/>
2. 'Restricted' Placards	<input checked="" type="checkbox"/>	8. Oxygen Bottle Hydro	<input checked="" type="checkbox"/>
3. 137 Operator Certificate on Board	<input checked="" type="checkbox"/>	Type: _____ C/W Date: {Mnth} / {Yr}	<input checked="" type="checkbox"/>
4. {Reserved}	<input checked="" type="checkbox"/>	9. Other _____	<input checked="" type="checkbox"/>
5. Other _____	<input checked="" type="checkbox"/>	10. Other _____	<input checked="" type="checkbox"/>
6. Other _____	<input checked="" type="checkbox"/>	11. Other _____	<input checked="" type="checkbox"/>
EXTERIOR			
1. Check fuselage, stabilizers and wings for DT repairs	<input checked="" type="checkbox"/>	12. Finish (Condition)	<input checked="" type="checkbox"/>
2. Fuselage (Obvious Damage, Discrepancies, etc.)	<input checked="" type="checkbox"/>	13. Tank Clean & Odor Free (Clean per FIFRA)	<input checked="" type="checkbox"/>
3. Areas around Pressure Vessel Doors/Panels for cracks	<input checked="" type="checkbox"/>	14. Visibility (High Visibility Paint Scheme) (Exhibit 7, (b))	<input checked="" type="checkbox"/>
4. Wings (Obvious Damage, Discrepancies, etc.)	<input checked="" type="checkbox"/>	15. Wheels & Tires (wear, tread, etc.)	<input checked="" type="checkbox"/>
5. Flight Controls (Travel, movement, obvious damage, etc.)	<input checked="" type="checkbox"/>	16. Brakes (wear, leaks, etc.)	<input checked="" type="checkbox"/>
6. Stabilizers (Obvious Damage, Discrepancies, etc.)	<input checked="" type="checkbox"/>	17. Liquid Filler Openings (Type & Qty)	<input checked="" type="checkbox"/>
7. Retardant Tank Placards (Weights)	<input checked="" type="checkbox"/>	18. Antennas (Security & Condition)	<input checked="" type="checkbox"/>
8. Retardant Tank (Leaks, Damage, etc.) Tank S/N# _____	<input checked="" type="checkbox"/>	19. Propeller(s) (Condition, leaks, Contrasting Paint, etc.)	<input checked="" type="checkbox"/>
9. Retardant Tank Emergency Dump (Ops Ck.)	<input checked="" type="checkbox"/>	20. Engine(s) (Serviceability, leaks, etc.)	<input checked="" type="checkbox"/>
10. Level Marks (Gallons/Weight) & Weight Cert.	<input checked="" type="checkbox"/>	21. Dataplates (Manuf, Model, S/N, TC#, HP) (45.11(a))	<input checked="" type="checkbox"/>
11. Load Level Indicator	<input checked="" type="checkbox"/>	22. Other _____	<input checked="" type="checkbox"/>
AIRCRAFT MAINTENANCE (91.417, 135.65, 135.443)			
AIRCRAFT		ENGINE, PROPELLER & GOVERNOR	
1. Aircraft Total Time ¹ _____ Cycles: _____		1. Engine Make & Model _____	
2. Last Complete Inspection ¹ _____ Date C/W {Mnth} / {Yr}		2. TBO ¹ Hours _____ Calendar _____ Years	
Inspection Program _____		(91.417(a)(2)(iii)) HSI _____ ← if Cycles Used <input checked="" type="checkbox"/> <input type="checkbox"/>	
3. Last Inspection Time _____ Cycles: _____		3. Serial # _____	
4. Last Inspection (Date) _____ {Mnth} / {Yr}		TSO ¹ _____	
5. Last Inspection (Type) _____		TSHSI _____	
6. Last ALS / SID Insp Time _____ Cycles: _____		Date SOH _____	
7. Next ALS / SID Insp Due _____ Cycles: _____		Efficiency: _____	
8. Weight & Balance ¹ _____		4. Propeller (Time/Date Since O/H) _____ TC# _____	
Date of Last Weighing ¹ _____ {Mnth} / {Yr}		TBO ¹ Hours _____ Calendar _____ Years	
Empty Weight _____		Serial # _____	
Operating Wt <input checked="" type="checkbox"/> MAX Landing Wt <input checked="" type="checkbox"/> Zero Fuel Wt _____		Hours ¹ _____	
Equipment List _____		Date ¹ _____	
9. Airframe Logbooks ¹ (91.417) _____		5. Prop Governor (Time/Date Since O/H) _____	
10. Engine Logbooks ¹ _____		TBO ¹ Hours _____ Calendar _____ Years	
11. Propeller Logbooks ¹ _____		Hours ¹ _____	
12. FAA Form 337 ¹ (91.417(a)(2)(vi)) _____ ICA's _____		Date ¹ _____	
13. Airworthiness Limitations (DSG / OSL) _____			

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EXHIBIT 18 – AIRTANKER INSPECTION FORM

Operator		Inspection Date	
N Number		Make & Model	
AIRCRAFT MAINTENANCE (Continued)			
14. AD's & Listing ¹ (C-5(8))(91.417(a)(2)(v))	<input type="checkbox"/>	17. Date of Last Aging Aircraft Review	<input type="checkbox"/>
15. Time Change List ¹ (C-5(8))(91.417(a)(2)(ii))	<input type="checkbox"/>	18. Engine Erosion Inspection C-5(5)	<input type="checkbox"/>
16. Service Bulletins ¹ (As Required)	<input type="checkbox"/>	19. CAMP Service Bulletin # ¹ (91.409(f)(1))	<input type="checkbox"/>
STRUCTURAL INTEGRITY PROGRAM (SIP) / CONTINUED AIRWORTHINESS PROGRAM (CAP)			
1. F&DT Assessment <input type="checkbox"/> Baseline <input type="checkbox"/> Firefighting <input type="checkbox"/> Assessment of Pre- 45 Repairs C/W <input type="checkbox"/> N/A <input type="checkbox"/> Repairs Requiring DTE and/or DTI C/W <input type="checkbox"/> N/A <input type="checkbox"/> Repair Assessment Guidelines (RAG) 91.1505 <input type="checkbox"/> OEM Developed <input type="checkbox"/> Operator Developed Date of 1st Airtanker Flight? _____ What is the Severity Factor: _____ {Select} Airtanker Flights Last Season? _____ ← <input type="checkbox"/> Check if the Same Flights Last Season? _____ ↗ <input type="checkbox"/> Check if Counted the Same <input type="checkbox"/> Airtanker Flights Total? _____ Flights Total? _____		4. Operational Load Monitoring (Exhibit 2(e)) <input type="checkbox"/> Sups Data (If Applicable) Sampling Rate: _____ per Second <input type="checkbox"/> Data Retrieval SOP <input type="checkbox"/> Sample of Data <input type="checkbox"/> List of Parameters <input type="checkbox"/> System Installed Other: _____	
2. Standards for Maintenance (Exhibit 2(b)) <input type="checkbox"/> N/A <input type="checkbox"/> Manufacturer Support (Documented) <input type="checkbox"/> Instructions for Continued Airworthiness (ICA) <input type="checkbox"/> Fuselage (91.1505) <input type="checkbox"/> Fuel Tanks (91.1507) PMI _____		5. Quality Assurance <input type="checkbox"/> N/A <input type="checkbox"/> Continuing Analysis and Surveillance (CASP) <input type="checkbox"/> Technician Training 6. SID - AD _____	
3. Design Service Goal _____		91.1505 applies @ _____ Cycles	
FAA Form 337's			
337 ICA (if applicable) <input type="checkbox"/> Operational Loads Monitoring <input type="checkbox"/> AFF <input type="checkbox"/> Structural <input type="checkbox"/> Latitude ATU	337 ICA (if applicable) <input type="checkbox"/> Tank System <input type="checkbox"/> TCAS <input type="checkbox"/> Other	337 ICA (if applicable) <input type="checkbox"/> Radios <input type="checkbox"/> TAWS <input type="checkbox"/> Other	337 ICA (if applicable) <input type="checkbox"/> Pulselites <input type="checkbox"/> CVR <input type="checkbox"/> FDR <input type="checkbox"/> Other
AIRCRAFT AND EQUIPMENT SECURITY			
1. Security Devices 1. _____ 2. _____		3. Incorporated into Preflight Checklist <input type="checkbox"/>	
DISCREPANCIES (1-4 {Squawk}, 5-8 {Squawk(2)})		DISCREPANCIES (9-12 {Squawk}, 13-16 {Notes Only})	
1.		9.	
2.		10.	
3.		11.	
4.		12.	
5.		13.	
6.		14.	
7.		15.	
8.		16.	
SPECIAL INTEREST ITEMS			
1. Not Used	<input type="checkbox"/>	9. Not Used	<input type="checkbox"/>
2. Not Used	<input type="checkbox"/>	10. Not Used	<input type="checkbox"/>
3. Not Used	<input type="checkbox"/>	11. Not Used	<input type="checkbox"/>
4. Not Used	<input type="checkbox"/>	12. Not Used	<input type="checkbox"/>
5. Not Used	<input type="checkbox"/>	13. Not Used	<input type="checkbox"/>
6. Not Used	<input type="checkbox"/>	14. Not Used	<input type="checkbox"/>
7. Not Used	<input type="checkbox"/>	15. Other _____	<input type="checkbox"/>
8. Not Used	<input type="checkbox"/>	16. Other _____	<input type="checkbox"/>

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EXHIBIT 19 – AIRCREW TRAINING FORM

EXHIBIT 19 – AIRCREW TRAINING FORM

Name (Captain)		Location		Fire Name		Tanker #	Date
Name (Copilot)		Location		Fire Name		Tanker	Date
N-Number	Flight Time	Crew Position					
		<input type="checkbox"/> PIC	<input type="checkbox"/> Trainee	<input type="checkbox"/> Recurrent	<input type="checkbox"/> Annual	<input type="checkbox"/> Initial	
Training; S=Satisfactory, U=Unsatisfactory, NE=Not Evaluated							
Preflight	Training 1	Training 2	Tactics (Low Level)		Training 1	Training 2	
Preflight Inspection			Aircraft Separation				
Aircraft & Radio Set-up			Join-up/ Formation				
Preparation/Organization			Drop Pattern				
Use of Checklists			Right Hand Pattern				
Performance			Approach to Target (Line-up_				
Weight & Balance			Over the Target (Airspeed)				
			Drop Accuracy				
			Exit Path(s)				
Enroute			Maneuvering / Bank Angle				
Situational Awareness			Airspeed Control				
Flight Following			Radio Usage				
TFRs			Drop Evaluation				
Special Use Airspace			Coordination with other Resources				
Knowledge of Environment			Jettison during Emergency Condition				
Approaching the Fire							
Collision Avoidance			General				
Predrop Checklist/Aircraft Readiness			Use of Checklists				
			Judgment				

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Initial Tactics Recon			Emergency procedures		
Fire Traffic Area (12 mile Check-in)			Verbal Skills		
Traffic Awareness in Fire Environment			Mountain Flying Knowledge		
Fire Size up			Mountain Flying Skills		
High/Low Reconnaissance			Situational Awareness		
Risk Assessment Go/No-Go Decision			CRM/Teamwork		
Tactical Briefing			Low Level Opns		
Target description					
Start Point					
Hazards					
Exit					
Remarks (Any above Average, Unsatisfactory, or Below Average Requires a Remark)					
Results of Training Flight:			Company Training Pilot/Based at		
<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory				
Training Pilot Name		Training Pilot Signature		Pilot/Trainee Signature	

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**SECTION J – LIST OF ATTACHMENTS
EXHIBIT 20 – CONTRACTOR PERFORMANCE EVALUATION**

EXHIBIT 20 – CONTRACTOR PERFORMANCE EVALUATION

<input type="checkbox"/> U.S. FOREST SERVICE INCIDENT SUPPORT BRANCH 3833 S. DEVELOPMENT AVE BOISE, IDAHO 83705-5354 Phone 208-387-5665 Fax 208-387-5384		<input type="checkbox"/> U.S. DEPARTMENT OF INTERIOR IBC ACQUISITION SERVICES 300 E MALLARD DR SUITE 200 BOISE, ID 83706 Phone 208-433-5026 Fax 208-433-5030		EVALUATION REPORT ON CONTRACTOR PERFORMANCE ""CPARS Compatible Format"" SOURCE SELECTION INFORMATION NOT FOR PUBLIC RELEASE (see FAR 3.104 & 42.1503)	
AGENCY / USER				CONTRACT NO.	
ADDRESS				CONTRACTOR	
CITY / STATE / ZIP				PERIOD OF PERFORMANCE FROM TO	
CONTRACT COR				LOCATION OF PERFORMANCE	
PROGRAM TITLE		AIRCRAFT FLIGHT SERVICES: <input type="checkbox"/> AIRPLANE <input type="checkbox"/> HELICOPTER <input type="checkbox"/> AIR TANKER <input type="checkbox"/> OTHER – specify			
		AIRCRAFT TYPE			
CONTRACT EFFORT DESCRIPTION (check all that apply)		<input type="checkbox"/> EXCLUSIVE USE <input type="checkbox"/> CALL WHEN NEEDED <input type="checkbox"/> FIRE MANAGEMENT <input type="checkbox"/> RESOURCE <input type="checkbox"/> MAINTENANCE <input type="checkbox"/> OTHER MISSION – specify:			
INSTRUCTIONS: This form can be completed on the computer or printed and completed by hand. Use the mouse to navigate. To check or uncheck a box, 'double click' the box. If further direction is required on how to complete this evaluation or where to submit it, please contact your Contracting Officer. Comment boxes are formatted to automatically wrap the entered text. Check the box that best describes the level in which the Contractor supported the area described. Comments are essential and must substantiate your rating selection. N/A = not applicable. If additional space is required, use page 2 of the form or attach additional page(s). SEE PAGE 3 FOR EVALUATION RATINGS DEFINITIONS					
1. Quality of Service. Contractor was professional and conformed to contract requirements. Was capable, efficient and effective in supporting the programs of this contract. Provided well maintained equipment and highly qualified personnel.					
<input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory					
COMMENTS: 					
2. Schedule. Contractor was prepared and available to begin work on contract start date and provided daily coverage during the contract period with little to no disruption or unavailability. Contractor kept COR informed of crew exchanges, maintenance issues, etc.					
<input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory					
COMMENTS: 					

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3. Cost Control. How well does the contractor control operating costs? (Check N/A if this is a Firm Fixed price or Firm Fixed Price with Economic Price Adjustment contract)
<input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory
COMMENTS:
4. Business Relations. Contractor was cooperative and customer oriented, provided sufficient field support, satisfactorily addressed any issues or concerns, and identified corrective action as necessary.
<input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory
COMMENTS:
5. Management. Contractor and on-site representatives were professional, well qualified, and committed to customer satisfaction and safety of operations. Contractor provided necessary support for key personnel and if applicable, took necessary action to correct or replace any personnel.
<input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory
COMMENTS:

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EXHIBIT 20 – CONTRACTOR PERFORMANCE EVALUATION

6. Small Business. How does the contractor support small business? (Check N/A unless this is a large business and a subcontracting plan is required)	
<input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory	
COMMENTS: 	
7. Other – Safety. Contractor and on-site representatives attitude and efforts, as well as actual application, towards aircraft safety and general safety of operations?	
<input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory	
COMMENTS: 	
8. Customer Satisfaction. Identify to what level you were satisfied with the services provided under this contract. If given the opportunity, would you hire this contractor again to accomplish a similar project? <input type="checkbox"/> yes <input type="checkbox"/> No	
<input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory	
COMMENTS: 	
9. Other Areas:	
<input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory	

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10. Other Areas:					
<input type="checkbox"/> N/A	<input type="checkbox"/> Exceptional	<input type="checkbox"/> Very Good	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal	<input type="checkbox"/> Unsatisfactory
11. Other Areas:					
<input type="checkbox"/> N/A	<input type="checkbox"/> Exceptional	<input type="checkbox"/> Very Good	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal	<input type="checkbox"/> Unsatisfactory
12. Other Areas:					
<input type="checkbox"/> N/A	<input type="checkbox"/> Exceptional	<input type="checkbox"/> Very Good	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal	<input type="checkbox"/> Unsatisfactory
Additional comments to support your response to any item above or other items (will not be posted on CPARS website)					
Name, Title of Individual Completing this Form (include agency, phone and electronic address)					
Signature					

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EXHIBIT 20 – CONTRACTOR PERFORMANCE EVALUATION

RATING	DEFINITION	NOTE
Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor was highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor was effective.	To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element being assessed contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element being assessed reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective or were not fully implemented.	To justify Marginal performance, identify a significant event in each category that the Contractor has trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the Contractor of the contractual deficiency. (e.g. quality, schedule, business relations, management of key personnel, safety report or letter)
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the Contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. management, quality, safety, etc.)

SECTION J – LIST OF ATTACHMENTS
EXHIBIT 21 – RETARDANT TANK REQUIREMENTS**EXHIBIT 21 – RETARDANT TANK REQUIREMENTS**

(a) Offerors shall submit detailed data, including tank performance data measuring volume in the tank as a function of time with time increments of at least one tenth second frequency, for every release type offered under this solicitation, as well as approved reports, to substantiate compliance with the following requirements and additional desired capabilities:

(b) Pass/fail requirements

(1) Flow controllability: The aircraft's RDS shall be capable of regulating and restricting retardant flow out of the reservoir, while maintaining level flight, so that the incremental flow rate during the middle 80% of the release does not vary by more than 10% from the average flow rate measured for the entire drop volume. For releases lasting less than three seconds, the average and incremental flow rates shall not include flow rate for the first 20% of the total volume.

(2) Maximum controllable flow rate: The aircraft's RDS shall be capable of providing an average flow rate of not less than 1000 gallons per second. This flow rate shall meet the flow controllability requirement specified above.

(3) Flow rate selectability: The aircraft's RDS shall provide a means to adjust the regulated flow rate for any release. The RDS shall provide a minimum of six discrete selections. All flow rates produced by the six discrete selections shall meet the flow controllability requirement specified above.

(4) The Offeror shall demonstrate compliance with the following published standards: Interagency Airtanker Board (IAB) Section III, Paragraph H and O; Section VI, Paragraph H (if applicable to the aircraft being offered); Section VII, Paragraphs A.1, A.2, A.3, A.4, A.5, A.6, A.7, B.8

(5) Fractional load delivery: The aircraft's RDS shall be capable of delivering fractions of the total retardant load carried. At a minimum, the RDS shall be capable of delivering loads in portions of halves and either thirds or quarters. Additionally, the RDS shall be capable of accurately starting and stopping delivery at any point when commanded by the flight crew. Fractional volumes measured during qualification testing shall be within 25 percent of the expected volumes.

(6) Flow rate repeatability: For all fractional loads required, the average flow rates measured during the release shall match those measured during the corresponding full-volume release for the same coverage level (or flow rate) setting. All coverage level or flow rate settings available for full-volume releases shall be available for all required fractional loads.

(7) Completeness of retardant release: Gravity systems shall not have more than 1% fluid remaining in the system and Pressure systems shall not have more than 3% fluid remaining in the reservoir once a release is completed.

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EXHIBIT 23 – OFFERED AIRCRAFT CHARTS (PROPOSAL SUBMITTALS)

EXHIBIT 23 – OFFERED AIRCRAFT CHARTS (PROPOSAL SUBMITTALS)

Offered Aircraft									
Tanker N-Number	N#	Model	Payload in Gallons ¹	Aircraft Empty Weight in pounds	Cruise (KTAS) ²	Hourly Fuel Consumption	Flight Crew (number of persons)	Misc. Additional Item Weight in pounds	FAA Penalty weight in pounds (if applicable)

¹ Payload conversion is made at an average of 9 pounds per gallon of retardant fluid. Exact payload for each individual aircraft will be computed from documented weight and balance data. Dispensing volume shall be the volume in US gallons identified on the Interagency Airtanker Board interim or full approval letter for the proposed aircraft.

² Cruise speed is computed at 12,000 feet MSL, at maximum payload, with power as required to maintain best speed without exceeding manufacturer or FAA operating limitations. Aircraft proposed shall be capable of 300 knots (KTAS) or greater with maximum payload at 12,000' MSL demonstrated by performance charts.

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EXHIBIT 24 – PUBLIC AIRCRAFT OPERATIONS DECLARATION

EXHIBIT 24 – PUBLIC AIRCRAFT OPERATIONS DECLARATION

This Exhibit serves as notice that you may be conducting Public Aircraft Operations (PAO) while under contract to the United States Forest Service (USFS). Flights ordered and conducted under this contract may be considered Public Aircraft Operations.

After contract award, the contractor/company will provide the following information to the Federal Aviation Administration Flight Standards District Office that your 133, 135 and/or 137 Certificates are issued by. This information shall be provided to the contracting officer for your contract. In addition, a copy of this document shall be carried in each aircraft listed below.

Civil Operator: *Name your Certificates are Held Under*

Aircraft Type Information:

Fixed-wing (F) or Helicopter (H)	Make/ Model/Series	Name of Aircraft Owner on Registration	Aircraft Registration Number N#

Contract Number: AG-XXXX-X-XX-XXXX

Contract Type and Service: *EU/CWN, Airtanker, Water Scooper, Helicopter, Light FW, Smokejumper aircraft, etc.*

Date of Contract: *Contract Award Date*

Date of Proposed First Flight as a PAO: *Effective Date of Contract*

Date PAO Declaration Expires: *This date should be the final day of the contract period of performance – including the base period of the contract plus all possible option years.*

Public Aircraft Operations are being conducted under contract by: USDA Forest Service, 1400 Independence Avenue SW, Washington DC 20250

Acquisition Management Official: *XX, Contracting Officer, XXX@fs.fed.us or (XXX) XXX-XXXX*

Government Official Making PAO Flight Determinations: USDA Forest Service Washington Office, Assistant Director of Aviation, (202) 205-1483

Please contact the Assistant Director of Aviation at (202) 205-1483 with comments or questions regarding the PAO declaration.

SECTION J – LIST OF ATTACHMENTS
EXHIBIT 25 – ALASKA, CARIBBEAN, CANADA AND MEXICO SUPPLEMENT**EXHIBIT 25 – ALASKA, CARIBBEAN, CANADA, AND MEXICO SUPPLEMENT**

The following provisions shall apply when operating in Alaska, Caribbean, Canada and Mexico. All other provisions not expressly changed herein continue to apply. All local regulation and operating procedures shall be adhered to within the operating limits of the aircraft and crew, while working in these locations.

Note: Contractors from the lower 48 dispatched to any of the above locations are required to have insurance coverage to operate in these areas; in addition to having Operations Specifications that permit Alaska, Caribbean, Canada and Mexico operations, as applicable.

(a) General Equipment

Additional Equipment: Complete set of current aeronautical charts and navigation publications covering areas of operation within Alaska, Caribbean, Canada and Mexico, when assigned to these locations.

Survival Kit: All aircraft will carry survival equipment. Survival kits will contain at least the items listed in Exhibit 7 and additional items required by local regulation as is appropriate for local climate and terrain conditions. The kit's contents which have expiration dates shall not be acceptable if past their expiration dates.

(b) Fuel Services Vehicle Specifications

A fuel servicing vehicle and driver are not required. The Government will furnish, transport, and store all aircraft fuel required at no expense to the Contractor.

Grades of Government-furnished fuel vary from location to location, and the Contractor shall use the grade available.

The appropriate type of fuel (Avgas or Jet Fuel), in one of the following grades, will be available at each location:

<u>Avgas</u>	<u>Jet Fuel</u>
100	Jet A
100LL	Jet A-50
	Jet B
	Jet-4 or JP-5 or JP-8

All lubricating oil, parts, and supplies shall be furnished and transported by the Contractor to the assigned work location.

(c) Availability of Mechanics

The Contractor shall furnish 1 full time mechanic for each aircraft and will be on-duty whenever the aircraft is available. All requirements in Section C.11 (g) apply to this exhibit.

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EXHIBIT 25 – ALASKA, CARIBBEAN, CANADA AND MEXICO SUPPLEMENT

(d) Payment for Availability

Operations in Alaska, Caribbean, Canada and Mexico will be scheduled by the Government in accordance with flight time/duty time limitations. The schedule will not exceed:

SINGLE CREW: Maximum 14 hour per day PIC, or PIC and SIC

DOUBLE CREW: Maximum 24 hours per day.

Measurement of availability will be reduced, as specified below, for each hour or portion thereof service is listed as unavailable to the Government. Single or double crew Periods of Unavailability will be accumulated for the day and posted on the Flight Use Invoice as actual clock unavailability.

Availability, as measured above, will be paid at the applicable rate appearing in the Schedule of Items.

(e) Payment for Extended Standby is applicable for Alaska, Caribbean, Canada and Mexico assignments.

(f) Aircraft Fuel. The cost of fuel furnished by the Contractor in lieu of Government Furnished fuel while operating in Alaska, Caribbean, Canada and Mexico will be furnished to the Contractor as provided below:

General: The Contractor shall not charge any fuel acquired under this contract directly to the Government. All fuel not otherwise furnished by the Government must be paid by or charged to the Contractor. The purchase must be approved by the Contracting Officer. Fuel related costs shall be recorded as a line entry (i.e, date, fuel charge, dollar amount, and use-item code fuel charge [FC]), shall be summarized under "Other Charges/Credits" on the Flight Use Invoice, and shall be supported by paid legible, itemized invoices from the supplier. Itemized receipts must support claims for reimbursement and must be kept on file by the Contractor. Copies of receipts to be provided to the COR for review and approval but are not required to be submitted with the payment document. Certified true copies may be submitted in lieu of the original invoice.

Government furnished fuel used by the Contractor for maintenance flights, repositioning aircraft, crew transportation, or any other flight for the convenience of the Contractor, will be deducted from amounts due the Contractor at the rates specified in the current Hourly Flight Rate Fuel Consumption and Weight Reduction Chart.

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K-1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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STATEMENTS OF OFFERORS OR RESPONDENTS**K-2 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (OCT 2018)**

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 481212.

(2) The small business size standard is 1,500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(ii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

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(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) – 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.

(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xx) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

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(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.204-20, Predecessor of Offeror.

___ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

___ (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

___ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Solicitation No. 12024B18R9013
Exclusive Use Next Generation 3.0 Airtanker Services

U.S. Forest Service
National Office

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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

K-3 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-5) (OCT 2015)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to

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pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a

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business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K-4 INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-7)(OCT 2018)

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.sam.gov> (see 52.204-7).

K-5 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (OCT 2014)

(a) Definitions. As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and

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the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

“Small disadvantaged business concern,” consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

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(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is— 481212.

(2) The small business size standard is 1,500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

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(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____]

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_____] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by Proposed subcontractors, will be obtained before subcontract awards.

K-7 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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K-8 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION (AGAR 452.209-70) (DEVIATION 2012-01) (FEB 2016) (ALTERNATE 1)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

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(FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov/far www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

52.204-7	System for Award Management (OCT 2018) Alternate I (OCT 2016)
52.204-16	Commercial and Government Entity Code Reporting (JUL 2016)
52.204-18	Commercial and Government Entity Code Maintenance (JUL 2016)
52.222-24	Pre-award On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
52.237-1	Site Visit (APR 1984)

L-2 INQUIRIES (AGAR 452.204-70) (FEB 1988)

Inquiries and all correspondence concerning this solicitation document should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

L-3 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Fixed Price Services contract(s) not to exceed 5-years for the daily availability rate. The flight hours will be an unknown quantity with no guarantee given by the Government resulting from this solicitation.

L-4 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office, shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Matthew D. Olson
National Interagency Fire Center
U.S. Forest Service – Contracting
106 Owyhee, Suite 1100
3833 S. Development Ave.
Boise, Idaho 83705

(b) The copy of any protest shall be received in the office designated above within 1 day of filing a protest with the GAO.

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L-5 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND BUSINESS PROPOSALS
(AGAR 452.215-71) (SEP 1999)

(a) General Instructions

(1) Proposals submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below.

(2) The proposal must include a Part I-Technical Proposal and Part II- Business Proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the contractor's understanding of the statement of work may be evaluated. All proposal material must be submitted in English. Part-I Technical proposal shall not exceed 500 pages (double-sided is allowable). Aircraft Flight Manuals, Safety Manuals and other similar manuals being requested are exempted from the page limit but must only be submitted electronically. Technical proposals exceeding the 500-page limit (excluding previously mentioned manuals) will be rejected and not considered for award.

(3) The Government will evaluate proposals in accordance with the evaluation criteria

(4) Offerors shall submit their proposal(s) in the following format and the quantities specified:

- (i) 1 copy of the completed, signed offer (Sections A through K of the solicitation package)
- (ii) 3 copies of the technical proposal (Not to exceed 500 pages (front and back))
- (iii) 1 copy of the business/cost proposal
- (iv) Electronic copies of documents listed above (i – iv) on a USB Flash Drive.

(b) Part I - Technical Proposal

(1) Technical Proposal Instructions

The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government.

Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed, description of the techniques, procedures and program for achieving the objectives of the specifications/statement of work. Proposals which merely paraphrase the requirements of the Government's specifications/statement of work, or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further. As a minimum, the proposal must specifically respond to the following evaluation factors and the information shall be organized in the order

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shown below:

(2) Technical Proposal - Part 1- Technical proposal into four (4) subparts, one for each of the major evaluation factors. As a minimum, your technical proposal must clearly address (i) Structural Integrity, Maintenance, and Equipment; (ii) Safety Elements; (iii) Past Performance; and (iv) Organizational Experience.

(i) Structural Integrity, Maintenance, and Equipment

(a) Structural Integrity Program (SIP)

The documentation shall include the following:

1. Certifications - the Type Certificate for the aircraft, the STC for the tanking system, the 137 and 145 certificates.
2. Airworthiness organization staffing and structure, QA program and the maintenance training program.
3. OEM support or equivalent.
4. Copy of maintenance documents to include aircraft inspection program, airworthiness limitations section (ALS) and instructions for continued airworthiness (ICA).
5. Airtanker usage evaluation
 - i. Who performed the usage evaluation
 - ii. Data used
 - iii. PSEs
 - iv. Airtanker ALS and ICA
 - v. Based on a representative 250 hours a year for a ten (10) year period forecast the PSE inspections and life-limited component replacements during that period.

(b) Maintenance

Provide maintenance and modification records for each N Number/ Serial Number aircraft offered. Individual N Number / Serial Number aircraft that are in development or that have not had the airtanker modifications completed will not receive an award.

Provide detailed documentation that defines and establishes the Firm's overall aircraft maintenance program and demonstrates compliance with the requirements of Section C-6 and Section J, presented in Section J, Exhibit 2. The documentation shall include the following:

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- (a) Aircrafts maintenance and inspection status to include all inspections, overhauls, life limited components, ADs, SBs, SSIDs, CPCP status.
- (b) A listing of all major repairs, alterations and STCs,
- (c) Current Aircraft Weight and Balance for each aircraft offered configured as an Airtanker:
- (d) Current aircraft Equipment List that documents installed equipment and tank when weighed. (see example in Exhibit 22)
- (e) Current aircraft actual weighing documentation including scales listed by make, model, calibration date, name of individual, signature and certificate number on document that performed weighing. (see example in Exhibit 22)
- (f) Documentation (including the name, weight, arm and moment of each item) of any equipment added or removed since the aircraft was weighed to meet the contract specification (see example in Exhibit 22 if Applicable)

(c) Equipment (Aircraft)

Provide information for each offered aircraft detailing its design. Complete and submit Exhibits 9 and 23 as specified in Section J. Aircraft must meet the minimum aircraft requirements and performance specifications in Exhibit 1, Section B.3, B.5, C.5 and certifications and approvals in Section C.2.

Most recent revision of the FAA Approved Flight Manual Supplement for the retardant delivery system STC.

List additional field maintenance and or inspection requirements for the aircraft due to installation of the retardant delivery system STC that are different or more restrictive than an unmodified aircraft of the same make and model. Examples would be additional aircraft wash requirements, lubrication requirements, visual inspections, or component inspections performed while the aircraft is in field conditions by field mechanics and or flight crews. Do not identify or submit complete inspection programs, heavy checks, and maintenance task cards.

List operational limitations of the aircraft due to installation of the retardant delivery system STC that are different or more restrictive than an unmodified aircraft of the same make and model. Examples would be additional aircraft wash requirements, lubrication requirements, visual inspections, or component inspections performed while the aircraft is in field conditions by field mechanics and or flight crews. Do not identify or submit complete inspection programs, heavy

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checks, maintenance task cards.

Equipment (Aircraft Performance)

Provide a Load Schedule Chart for operation out of each airtanker base listed in Exhibit 10.

The Interagency Airtanker Base Directory containing the current list can be purchased at the Great Basin Cache Supply Office. Due to the size and weight of offered aircraft, some aircraft will not be able to operate from all agency established bases.

Provide a complete list of the airtanker bases listed that you cannot operate out of with 2.5 hours of fuel and contract retardant load per B-4 and C-8(c) using the Load Schedule Chart reference above. Describe the operational limitations at those bases you cannot operate from. E.g. elevation, short runway, density altitude, etc.

(d) Equipment (Tank)

Submit FAA approvals of installed tanks. A weight and balance shall be submitted for the aircraft in the airtanker configuration.

List additional field maintenance and or inspection requirements for the aircraft due to installation of the retardant delivery system STC that are different or more restrictive than an unmodified aircraft of the same make and model. Examples would be additional aircraft wash requirements, lubrication requirements, visual inspections, or component inspections performed while the aircraft is in field conditions by field mechanics and or flight crews. Do not identify or submit complete inspection programs, heavy checks, and maintenance task cards.

Copy of the IAB Static and Grid Test Reports from NTDP (MTDC) and IAB letter of approval or Interim Approval. Reason for being on Interim Approval and date interim approval will end. If the approval letter is more than 6 years old, submit the letter of approval from the IAB conformity check.

(ii) Safety/ Risk Management

The Contractor must provide a written submittal in response to the Safety Management System (SMS). The Contractor must submit the information requested below:

Components identified in **Exhibit 13 - SAFETY MANAGEMENT SYSTEM (SMS) COMPONENTS QUESTIONNAIRE AND ACCIDENT HISTORY**

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- (a) **Safety Management System Components:** The Contractor's submittal should consist of implemented practices for their specific company. For purposes of this submittal, the contractor must provide written evidence and describe how the specific processes or requirements are implemented within their organization. This submittal will be incorporated and made part of the contract. Contractors are required to provide specific responses to the criteria provided in Exhibit 13 and provide evidence such as copies of completed audits, risk assessments, training records, organization chart, etc. Blank or sample forms are not acceptable evidence.

The International Standard for Business Aircraft Operations (IS-BAO) and the Federal Aviation Administration (FAA) in AC120.92B can provide the explanations and examples of the requested standards.

(b) **Summary of Flight Hours and Accidents:**

The Contractor is required to submit their total number of flight hours for the previous five years along with any NTSB reportable accidents as defined within 49 CFR 830.2. Flight hours and accidents are for all aircraft (rotor wing and fixed wing) operating under the contractors operating certificates.

- 1) If your company has had an accident in the last 5 years provide an accident prevention action plan or evidence of actions taken to prevent future accidents.
- 2) If you had an accident that was reported to the NTSB and it was downgraded to an incident, you must provide evidence from the NTSB.

(iii) Past Performance

- (a) Past Performance is a measure of the degree to which you have satisfied your customers in the past, and complied with Federal, State, and local laws and regulations. Our assessment of your past performance will be subjective, and based mainly on your reputation with your customers. Identify and submit your references with verifiable telephone numbers to support your past performance.
- (b) When evaluating your past performance the Government may or may not contact other sources of information, including, but not limited to Federal, State, and local Government agencies.
- (c) The Government may contact your references to ask if you were:
1. Capable, efficient, and effective,

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2. Performing in conformance to the terms and conditions of your contract,
 3. Reasonable and cooperative during performance, and
 4. Committed to customer satisfaction.
- (d) Offerors who have not obtained Government contracts for airtanker services shall indicate their past experience and performance for related aviation services and includes references for which the services were performed.
- (e) Offerors without a record of past performance or for who relevant past performance information is not available will not be evaluated favorably or unfavorably. Instead, these offerors will receive a neutral rating.
- (iv) Organizational Experience

Organizational Experience demonstrates that you have taken the opportunity to learn by doing. Your experience is relevant when you have been confronted with the kinds of challenges that will confront you under this contract contemplated by this RFP. In addition to overall company organizational experience, address the experience of your personnel directly responsible for working under this contract.

(a) Flight Crewmembers experience and safety record

Detail individual crewmember aeronautical experience, training, skills, certifications, ratings, currency, proficiency, flight hours (by missions types i.e. airtanker, Leadplane), and safety/accident record.

When detailing the above, include the how the experience supports initial attack or large fire response and capability.

(b) Firm's experience and safety record

Detail the Firm's safety, accident prevention, and training programs. Provide information on any aircraft accidents within the past 5 years and any corrective actions taken to prevent a future occurrence.

(c) Experience of personnel other than flight crewmembers

Detail other organizational personnel's individual administrative and/or aeronautical experience, training, skills, certifications, ratings, currency, and proficiency.

(c) Part II- Business Proposal

(1) Business Proposal Instructions

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(i) Price

- (A) The daily availability rate and the flight rate will be evaluated (Submit schedule B and Exhibit 23 sheets).

L-6 AMENDMENTS TO PROPOSALS (AGAR 452.215-72) (FEB 1988)

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment on the lower right corner of the changed pages.

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SECTION M – EVALUATION FACTORS FOR AWARD**M-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**
(FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/index.html>

Federal Acquisition Regulation (48 CFR Chapter 1) Solicitation Provisions

Clause No.	Date	Title
FAR 52.217-5	Jul 1990	Evaluation of Options

M-2 EVALUATION OF CRITERIA OF PROPOSALS

Technical evaluation factors are 1) Structural Integrity, Maintenance and Equipment, 2) Safety Elements, 3) Past Performance, and 4) Organizational Experience and are listed in descending order of importance. The relative importance of the sub-criteria is listed under each evaluation criterion. The technical evaluation factors when combined are approximately equal when compared to cost or price. All evaluation factors and sub-factors will be evaluated on how well they meet the solicitation specifications and stated mission.

(a) Technical Criteria**(1) Structural Integrity, Maintenance, and Equipment**

- (i) Structural Integrity (OEM engineering support is preferred)
- (ii) Maintenance
- (iii) Equipment (Aircraft)

The evaluation of this sub-criterion requires the aircraft to be multi-engine turbine powered and have a cruise speed greater or equal to 300 knots (KTAS) at 12,000 feet MSL with the maximum IAB retardant payload.

Aircraft that can fly pressurized are more desirable and may be evaluated higher for that capability.

(iv) Equipment (Tank)

All tanks shall have an IAB approval (full or interim) prior to the aircraft inspection (See L-5 (B)(2)(i)(E) – Aircraft Inspections) to be considered for award.

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Full IAB approval is preferred. Interim approval will receive a lower technical rating.

(v) Aircraft pre-award inspection

Aircraft inspection will occur before any award decision has been made. The Forest Service shall inspect proposed aircraft to determine if the aircraft meet the RFP's specifications. Proposed aircraft that cannot fly to the designated inspection base or do not pass the inspection will not be considered further for award.

All of the following will be reviewed at a designated location (TBD) prior to award. Offered aircraft would need to fly to the designated base.

(A) Aircraft in Standard or Restricted Category flown to USFS tanker base.

1. The aircraft cannot be flown to the inspection location in Experimental Category or on an FAA Ferry permit.

(B) Aircraft shall be fully modified and FAA approved with STC'ed tank system that has IAB approval (full or interim).

1. Aircraft will be loaded with water at the airtanker base and perform a leak test and drop on the ramp. Flow rates would also be verified by FS personnel.

(C) Aircraft status sheet showing all required maintenance due for the contract period.

(D) Aircraft records review at the validation location and aircraft physical inspection that show installation and approval of all other contractually required equipment. No performance testing would be done of avionics.

(E) All engineering reports in paper or electronic form for review at the validation location. Engineering analyses must account for addition of the 1% of max gross weight in additional equipment in the airtanker mission.

Within this evaluation criterion, the aircraft pre-award inspection sub-criterion has more importance than the other sub-criterion, and the other sub-criteria are approximately equal in importance.

(2) Safety Elements

- (i) Company safety record
- (ii) SMS Program

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Components identified in Exhibit 13 (a) - Synopsis Of Aviation Safety Program (Safety Management System (SMS) Components Questionnaire And Accident History).

(A) Safety Management System Components:

The Contractor's submittal should consist of implemented practices for their specific company. For purposes of this submittal, the contractor must provide written evidence and describe how the specific processes or requirements are implemented within their organization. This submittal will be incorporated and made part of the contract. Contractors are required to provide specific responses to the criteria provided in Exhibit 13 and provide evidence such as copies of completed audits, risk assessments, training records, organization chart, etc. **DO NOT SUBMIT YOUR ENTIRE OPERATIONS MANUAL AS A MEANS OF SATISFYING ALL OF THE CRITERIA.**

(B) Summary of Flight Hours and Accidents:

The Contractor is required to submit their total number of flight hours for the previous five years along with any NTSB reportable accidents as defined within 49 CFR 830.2. Flight hours and accidents are for all aircraft (rotor wing and fixed wing) operating under the contractors operating certificates.

1. If your company has had an accident in the last 5 years provide an accident prevention action plan or evidence of actions taken to prevent future accidents.
2. If you had an accident that was reported to the NTSB and it was downgraded to an incident, you must provide evidence from the NTSB.

Within this evaluation criterion, the company safety record has more importance than the SMS Program.

(3) Past Performance

The Government will evaluate the following elements concerning your past performance:

1. Capable, efficient, and effective,
2. Performing in conformance to the terms and conditions of your contracts,
3. Reasonable and cooperative during performance
4. Committed to customer satisfaction.

Vendors with no recent or relevant past performance will receive a neutral past performance rating

(4) Organizational Experience

The Government prefers experience supporting wild land fire operations.

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- (i) Pilot(s) experience record including initial attack ratings
- (ii) Firm's experience record
- (iii) Experience of personnel other than pilots

The Government will assess your relevant experience on the basis of its breadth and its depth. Within this evaluation criterion, the major sub-criteria are approximately equal in importance.

(b) Price

(1) Price will be evaluated by using a combination of the number of days awarded times the proposed availability rate plus an estimated number of flights hours (250) times the proposed flight rate plus hourly fuel burn rate times the Jet A fuel price (\$5.21 per gallon) to determine the total overall price per line item for evaluation purposes only. In addition to total overall price, the Government will consider other price aspects, including price per gallon of retardant delivered (total cost divided by number of gallons delivered with 250 drops per year); however, total overall price will be the most important price consideration.

M-3 EVALUATION METHOD

The TEB will evaluate each proposal strictly on its content and will not assume that performance will include anything not specified in the proposal. The evaluation will be conducted in accordance with the procedures established herein. The TEB will then assign to each evaluation criterion a final adjective consensus rating of exceptional, acceptable, neutral, marginal, or unacceptable based on the following descriptions:

(1) **EXCEPTIONAL:** The proposal is very comprehensive, in-depth, clear and uniformly outstanding in quality. Consistently high quality performance can be expected. The proposal, as written, exceeds requirements and demonstrates an exceptional understanding of goals and objectives of the acquisition. One or more major strengths exist. No significant weaknesses exist. The risk of unsuccessful contract performance is extremely low.

(2) **ACCEPTABLE:** The proposal meets all minimum requirements and generally is of high quality. Proposal demonstrates an acceptable understanding of goals and objectives of the acquisition. There may be both strengths and weaknesses, but the strengths outweigh the weaknesses. Deficiencies are minor and easily corrected. Proposal is acceptable as written. Satisfactory performance can be expected. The risk of unsuccessful performance is low.

(3) **NEUTRAL:** Use this rating for the past performance factor only. Offeror(s) does not have a record of relevant past performance or information regarding past performance is not available.

(4) **MARGINAL:** The proposal indicates a superficial or vague understanding of the program goals and the methods, resources, schedules, and other aspects essential to the performance of the program. The proposal has weaknesses that are not offset by

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strengths. Weaknesses will be difficult to correct and would require negotiations. The risk of unsuccessful contract performance is moderate.

(5) UNACCEPTABLE: The proposal fails to meet minimum requirements. Proposal fails to meet an understanding of the goals and objectives of the acquisition. The proposal has one or more significant weaknesses that will be very difficult or impossible to correct. Major proposal revision(s) are required for minimum acceptability. The risk of unsuccessful performance is high.

M-4 CONTRACT AWARD

(a) Award will be made to those offeror(s) (1) whose proposal is technically acceptable and (2) whose technical/cost relationship is the most advantageous to the Government after a best value tradeoff analysis has occurred.

(b) The Government reserves the right to award fewer than 5 of the available line items (including no line items) and, if it does award fewer than 5 line items, to award the number and combination of line items that will provide the best overall value to the Government.”

(c) The Government may reject any or all offers if such action is determined to be in the best interest of the Government.

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Contract Opportunity

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Contract Opportunity

Notice ID
1202SA

Related Notice
12024B18R9013

Contract Line Item Number
001-005

Department/Ind. Agency
AGRICULTURE, DEPARTMENT OF
Sub-tier
FOREST SERVICE
Office
USDA FOREST SERVICE

Award Details

Contract Award Date: Oct 27, 2020

Contract Award Number: (1202SA21C9002)(1202SA21C9003)(1202SA21C9004)

Task/Delivery Order Number:

Contractor Awarded Unique Entity ID (DUNS):

Contractor Awarded Unique Entity ID (SAM):

Contractor Awarded Name: See_Attached_Document

Contractor Awarded Address: Boise, ID 83705 USA

Base and All Options Value (Total Contract Value): \$192418865.00

General Information

Contract Opportunity Type: Award Notice (Original)

All Dates/Times are: (UTC-05:00) EASTERN STANDARD TIME, NEW YORK, USA

Original Published Date: Oct 27, 2020 11:00 am EDT

Inactive Policy: 15 days after contract award date

Original Inactive Date: Nov 11, 2020

Initiative:

- None

Classification

Original Set Aside: Total Small Business Set-Aside (FAR 19.5)

Product Service Code: F009 - NATURAL RESOURCES/CONSERVATION- SEED COLLECTION/PRODUCTION

NAICS Code: 481212 - Nonscheduled Chartered Freight Air Transportation

Place of Performance:

Boise , ID 83705

USA

Description

Attachments/Links



Contact Information

Contracting Office Address

NTL INTERAGENCY FIRE CENTER 3833 S DEVELOPMENT AVE

BOISE , ID 83705

USA

Primary Point of Contact

Matthew D. Olson



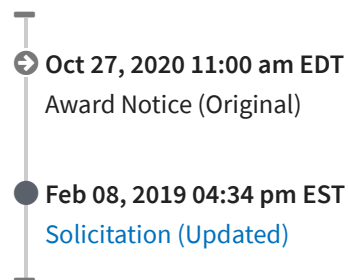
✉ mdolson@fs.fed.us

☎ 208-387-5835

📅 208-387-5384

Secondary Point of Contact

History



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● Thursday, Oct 29, 2020, 10:51 PM





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DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

Decision

Matter of: 10 Tanker Air Carrier, LLC

File: B-418636.5; B-418636.7

Date: February 9, 2021

DECISION

10 Tanker Air Carrier, LLC, of Albuquerque, New Mexico, protests the award of contracts to Coulson Aviation (USA), of Port Alberni, British Columbia, Erickson Aero Air, LLC d/b/a/Aero Air, of Hillsboro, Oregon, and Aero Flite Inc., of Spokane, Washington, under request for proposals (RFP) No. 12024B18R9013, issued by the Department of Agriculture, U.S. Forest Service, for next generation (NextGen) large airtanker services for wildland firefighting support. 10 Tanker asserts that the agency failed to properly consider cost in its best-value tradeoff determination.

We dismiss the protest.

BACKGROUND

The Next Generation Large Airtanker Services 3.0 (NextGen 3) RFP was issued on December 3, 2018, as a small business set-aside. Protest, Exh. 4, RFP at 19, 76. The solicitation contemplated the award of multiple fixed-price contracts under five contract line item numbers (CLINs) for airtanker firefighting services on an exclusive-use basis for a 1-year base period and four 1-year option periods. *Id.* at 23. The total estimated value for these services is \$205 million. Contracting Officer's Statement at 1.

Offerors were permitted to submit proposals for award of any or all of the CLINs. RFP at 23. The solicitation provided that the awards would be made on a best-value tradeoff basis, considering price, and the following non-price factors listed in descending order of importance: structural integrity, maintenance, equipment; safety elements; past performance; and organizational experience factors. *Id.* at 179-180, 183. The agency would assign proposals a rating of exceptional, acceptable, neutral, marginal or unacceptable for each factor. *Id.* at 182.

As relevant to this protest, with respect to price, offerors were required to propose a mandatory availability daily rate,¹ and an hourly flight rate. *Id.* at 178. Offeror's were also required to provide the hourly fuel consumption rate (burn rate) for the aircraft.² *Id.* at 154. The agency specified that for purposes of determining the overall evaluated price, it would use 160 mandatory availability days, 250 flight hours, and 250 hours of fuel burned at \$5.21 per gallon. *Id.* at 25-26, 182. Further, the solicitation stated the following:

Price will be evaluated by using a combination of the number of days awarded times the proposed availability rate plus an estimated number of flights hours (250) times the proposed flight rate plus hourly fuel burn rate times the Jet A fuel price (\$5.21 per gallon) to determine the total overall price per line item for *evaluation purposes only*.³ In addition to total overall price, the Government will consider other price aspects, including price per gallon of retardant delivered (total cost divided by number of gallons delivered with 250 drops per year); however, total overall price will be the most important price consideration.

Id. at 182.

Five offerors, including 10 Tanker, submitted proposals that were included in the competitive range. Agency Report (AR), Exh. 14, Source Selection Decision, B-418636.2, Feb. 25, 2020, at 6. Following the submissions of proposals, three rounds of discussions, and the submission and evaluation of final proposal revisions, the contracting officer made a best-value tradeoff decision and awarded contracts to Coulson for one line item and to Aero Air and Aero Flight for two line items each. *Id.* at 6, 19.

10 Tanker submitted a protest to our Office in which it complained, among other things, that the agency improperly evaluated air-base utilization. Protest (B-418636.2) at 24-27. Our office conducted alternative dispute resolution and informed the parties that we would likely sustain 10 Tanker's protest on this issue. In response, the agency informed our Office that it would take corrective action which would include re-evaluating proposals without considering air base utilization, and making a new best-value tradeoff decision. Agency Notice of Corrective Action, June 12, 2020. We dismissed 10 Tanker's protest because the proposed corrective action rendered the

¹ The daily rate is the amount the offeror will charge the government per day the aircraft is on call for exclusive use during the lease period. RFP at 7-8, 54.

² The burn rate is the amount of fuel the aircraft burns while flying continuously for 1 hour. RFP at 9.

³ In other words, the total price = (160 days x mandatory availability daily rate) + (250 hours x hourly flight rate) + (hourly fuel burn rate x \$5.21).

protest academic. *10 Tanker Air Carrier LLC*, B-418636.2, June 18, 2020 (unpublished decision).

Following the agency's re-evaluation, the proposals were rated as follows:⁴

	10 Tanker	Aero-Air	Aero-Flight	Coulson	Offeror 5
Structural Integrity, Maintenance, Equipment	Acceptable	Acceptable	Acceptable	Acceptable	Acceptable
Safety Elements	Exceptional	Acceptable+	Acceptable+	Exceptional	Marginal
Past Performance	Acceptable+	Marginal	Acceptable+	Acceptable+	Acceptable+
Organizational Experience	Acceptable+	Acceptable	Acceptable+	Acceptable+	Acceptable+
Overall Technical	Acceptable+	Acceptable	Acceptable+	Acceptable+	Acceptable
Overall Price	\$55,606,875	\$37,421,325	\$40,194,305	\$41,528,725	\$40,080,650
Average Cost per Gallon	\$4.73	\$9.98	\$10.72	\$8.31	\$10.69

AR, Exh. 9, Updated Source Selection Decision (SSD) at 14-15. The source selection official reviewed the evaluation results and affirmed the initial awards. *Id.* at 21. With respect to 10 Tanker, the source selection official stated:

10 Tanker's total overall price is significantly higher than all other offerors (57.75% higher than Aero Air, 38.7% higher than Neptune, 38.3% higher than Aero Flite, and 33.9% higher than Coulson). Total overall price is the most important price consideration. Cost Per Gallon is a price consideration that becomes more important when the total overall price is closer amongst offerors. 10 Tanker's Cost Per Gallon price is better than all the other offerors but becomes less relevant when the total overall price is so significantly higher than other qualified offerors. Based on the slight differences in technical proposals, and that all offerors have acceptable technical proposals, there is no value in paying the significantly higher price premium to award to 10 Tanker. 10 Tanker is not considered further.

⁴ The agency added plus symbols to its evaluation chart to "identify the strength of the individual ratings. . . . A plus indicates that it was close to the next higher rating." AR, Exh. 9, Updated SSD at 7.

Id. at 17. The agency provided 10 Tanker a debriefing on October 30, 2020. Protest, Exh. 2, Debriefing. This protest followed.

DISCUSSION

10 Tanker protests that in making the best-value tradeoff decision the agency failed to meaningfully consider 10 Tanker's significant advantage in price per gallon of retardant delivered. Protest at 3, 26-31, 34; Comments & Supp. Protest at 7-8. 10 Tanker acknowledges that the RFP provided that overall price would be the most important price consideration, but notes that price per gallon was explicitly listed as a consideration in the solicitation. *Id.* at 31. According to 10 Tanker, delivering fire retardant is the mission of the contract and therefore price per gallon of retardant delivered is the only true basis on which to quantify and compare the cost to the government. *Id.* at 28, 34. That is, according to 10 Tanker, overall pricing fails to reflect the true cost to the government of a fixed amount of work, and provides a misleading result that punishes the most cost effective offerors. *Id.* at 28-30; Comments & Supp. Protest at 10-11. 10 Tanker explains that its price per gallon of retardant delivered is so much lower because it has a much larger tank capacity so it can deliver substantially more retardant per flight hour.⁵ Its overall price is so much higher primarily due to the higher fuel costs that are incurred by its much larger aircraft. *Id.* at 20.

Our Bid Protest Regulations require that protests based upon alleged improprieties in a solicitation, which are apparent prior to the time set for receipt of initial proposals, must be filed prior to that time. 4 C.F.R. § 21.2(a)(1). The timeliness rules reflect the dual requirements of giving parties a fair opportunity to present their cases and resolving protests expeditiously without disrupting or delaying the procurement process. *Tribologik Corp.*, B-417532, Aug. 2, 2019, 2019 CPD ¶ 284 at 10.

Here, the solicitation specifically notified offerors how total price would be computed, and how price per gallon of retardant delivered would be computed. The solicitation further advised offerors that while the agency would consider other price aspects, including price per gallon of retardant delivered, the "total overall price [would] be the most important price consideration." RFP at 182. 10 Tanker is in essence challenging the price evaluation scheme established in the solicitation. 10 Tanker repeatedly asserts that the solicitation created an apples to oranges comparison and that price per gallon of retardant delivered was the only reasonable basis on which the agency could compare prices. 10 Tanker knew, however, from the solicitation that the agency considered total overall price, which did not include price per gallon of retardant delivered, as the most important price consideration. Thus, if 10 Tanker believed that

⁵ In its protest, 10 Tanker argued that it should have been given credit in the non-price evaluation for the benefits of its larger aircraft. Protest at 3, 32-33. The agency responded to these arguments in its report. We consider these arguments abandoned since 10 Tanker did not pursue them in its comments. *Citrus College; KEI Pearson, Inc.*, B-293543 *et al.*, Apr. 9, 2004, 2004 CPD ¶ 104 at 8 n.4.

the only realistic way to compare cost to the government was by comparing price per gallon of retardant delivered, 10 Tanker was required to raise this issue prior to the closing time for the receipt of proposals.

10 Tanker argues that this issue was not apparent until 10 Tanker knew the offerors that submitted proposals and the sizes of the tanks they offered. Comments & Supp. Protest at 15-16. We disagree. 10 Tanker's protest concerns the accuracy of how the agency is evaluating cost to the government. 10 Tanker could not wait until it learned who its competitors were to challenge how cost was evaluated. In any case, we view 10 Tanker's argument as disingenuous. In its protest, 10 Tanker provided significant detail of the history of this requirement and cited to multiple protests involving multiple offerors that responded to solicitations for this program. In our view, 10 Tanker was aware that offerors could submit proposals and that at least some of them would have aircraft with smaller tanks than the aircraft 10 Tanker would propose.

In addition, 10 Tanker initially argued that the agency engaged in disparate treatment with respect to how price per gallon was considered in the best-value tradeoff because the agency gave one of the awardees substantial credit for its slight price per gallon edge over the other offerors. Protest at 4-5, 37. In this regard, during the debriefing, the agency informed 10 Tanker that Coulson received one of the awards because its technical proposal, combined with pricing, provided the government the best value under this solicitation. Protest, Exh. 2, Debriefing at 8. The agency further stated that Coulson's total overall pricing was higher than three other offerors but that its "larger tank capacity and higher technical rating made up for the differences in the total overall price when compared to the other lower priced offers." *Id.* The agency explained that price per gallon of fuel mattered in the best-value tradeoff if the total overall price was close. Memorandum of Law at 11-12; see also AR, Exh. 9, Updated Source Selection Decision at 16-18.

In a supplemental protest, 10 Tanker acknowledges that the agency's explanation--price per gallon was considered where the total overall prices were close--explains why Coulson, but not 10 Tanker, was given credit for its low price per gallon in the evaluation. 10 Tanker admits that this may arguably justify the disparate evaluation outcomes. Comments & Supp. Protest at 12 n 6. 10 Tankers asserts that this, however, merely exchanges one type of illegal conduct (disparate treatment) for another--the use of unstated evaluation criteria. *Id.* That is, according to 10 Tanker, the agency used unstated evaluation criteria in its best-value determination because it stated that price per gallon mattered only if the total overall price was close. Comments & Supp. Protest at 11. 10 Tanker complains that the solicitation did not tie the importance of price per gallon to the closeness of the offerors' overall price. *Id.* Rather, in 10 Tanker's view, price per gallon was to be considered on its own, and was to serve as a check on the reasonableness of total overall pricing. *Id.* at 12.

The solicitation specified that the agency would consider other price aspects, including the price per gallon of retardant delivered, in its price evaluation. The solicitation, however, did not specify how it would be considered. If 10 Tanker believed that the

solicitation should have been more specific about how the agency would consider price per gallon of retardant delivered, the protester was required to file that protest before the closing date for the receipt of proposals. 4 C.F.R. § 21.2(a)(1). 10 Tanker failed to do so, and we will not now object to how the agency chose to use it in the evaluation.

Finally, 10 Tanker argues that in the event we find that its protest is untimely, we should consider it under the significant issue exception to our timeliness rules. Comments & Supp. Protest at 18. Our Bid Protest Regulations provide that we may consider an untimely protest that raises issues significant to the procurement system. 4 C.F.R. § 21.2(c). The significant issue exception is limited to untimely protests that raise issues of widespread interest to the procurement community. *Zero Waste Solutions, Inc.*, B-418550, Mar. 31, 2020, 2020 CPD ¶ 116 at 3 n1. The issue that 10 Tanker raises is of limited interest to the small number of businesses that submit proposals for aircraft to fight fires or concerns a general matter of interpretation of a solicitation. As the issue is not of widespread interest to the general procurement community, we will not consider 10 Tanker's untimely protest.

The protest is dismissed

Thomas H. Armstrong
General Counsel